



MICHIGAN'S OLDEST COURTHOUSE

Lapeer County Board of Commissioners

255 Clay Street
Lapeer, Michigan 48446

phone 810 area code
667-0366
667-0369 FAX
www.lapeercountymi.gov

PROPERTIES COMMITTEE

September 14, 2023

****Room 302- County Complex****

APPROX. 10:00 A.M.

Agenda times may vary from time to time due to the length of presentations

*(Committee Members: Tom Kohlman-Chairman; Kevin Knisely, Truman Mast, Moses Sanzo,
John Bustle, & Jackie Arnold)
Meetings to be held as needed.*

A-G-E-N-D-A

- 1) 10:00 A.M. **CALL TO ORDER** BY CHAIRMAN TOM KOHLMAN
- 2) CONSIDERATION OF THE DRAFT MINUTES OF THE AUGUST 30, 2023 COMMITTEE MEETING
- 3) 10:15 A.M. **NEW/GENERAL ITEMS**
 - A) CMH- Request to approve Family Building Company to complete additional concrete work.
 - B) CLERK- Request to accept contract with Permittum for Online Vital Records Request Applications.
 - C) PROSECUTOR- Request to approve the purchase of office furniture.
- 4) 10:30 A.M. **OLD/REFERRED/OR ADDITIONAL ITEMS** (if needed):
 - D) DRAIN- Request to purchase 5 parcels adjacent to Merritt Lake Dam on behalf of the Merritt Lake Special Assessment District.

PROPERTIES COMMITTEE

August 30, 2023

***Room 302 COUNTY COMPLEX
255 CLAY STREET, LAPEER, MI 48446***

Chairman Kohlman called the meeting to order at approximately 1:02 p.m. in Room 302 of the County Complex.

Members Present: Commissioners Tom Kohlman, Kevin Knisely, Truman Mast, Moses Sanzo, County Administrator/Controller, and John Bustle, Program & Operations Manager

Others: Jillian Weiss, Building & Grounds/Parks Special Events Coordinator, Joe Suma, Drain Commissioner, and Mike Womack, City of Lapeer Manager

Visitors/ Citizens: none.

MINUTES

The minutes from August 10, 2023 were briefly reviewed.

Motion by Knisley, supported by Mast, to approve the minutes from the August 10, 2023 meeting of the Properties Committee meeting as presented. Motion carried.

NEW/GENERAL ITEMS

DRAIN- Request to purchase 5 parcels adjacent to Merritt Lake Dam on behalf of the Merritt Lake Special Assessment District.

ADMIN- Requested discussion with City of Lapeer Manager, Mike Womack, to discuss Courthouse Square pavilion and request from City Planner regarding County building.

ADMIN

Due to time constraints, discussion with Mike Womack occurred first. Sanzo briefly explained the past history between with the City and the County regarding the Courthouse Square Pavilion, which ended with the pavilion being first come first serve and the seating being secured to the ground. The pavilion currently needs maintenance work with the understanding that upcoming maintenance will be required. Womack discussed wanting to have a working relationship between the City and County. Womack explained wanting the pavilion to look nice and the possibilities of events. Kohlman expressed concern about the social district expanding onto county property.

Further discussion on which entity would be responsible for maintenance and utility billing occurred.

1. **Motion by Mast, supported by Knisely, to recommend to the Full Board to approve further communication between both administrations (Moses Sanzo, Lapeer County Administrator/Controller and Mike Womack, City of Lapeer Manager) to come to an agreement regarding the Courthouse Square Pavilion. Said agreement would be presented to the Properties Committee. Motion carried.**

Womack left the meeting at 1:27 p.m. following motion.

DRAIN

Suma explained that the parcels are in the auction on September 8th and a price was provided by Dana Miller, Treasurer. Suma explained the reason behind the purchase is for access and safety of the Dam. Knisely expressed concern about the land being majority wetlands. Suma explained that with the purchase of two of the parcels it could create a staging area for repairs to the Dam if needed, as those parcels are not wetlands. Suma explained that if the listed parcels are bought privately, the potential for an easement purchase could occur and expressed liability concerns of the Dam. Suma explained how the levying and monies would be collected though the Merritt Lake Special Assessment District.

2. **Motion by Knisely, supported by Mast, to recommend to the Full Board to authorize the purchase of parcels 015-200-043-00, 015-200-044-00, 015-200-046-00, 015-200-047-00, located in Metamora Township, Lapeer County, to be paid initially by Lapeer County General Funds at the cost provided by Treasurer, not to exceed \$24,200.00, and reimbursed by the Merritt Lake Special Assessment District with monies to be collected from the levying of special assessments.**

ADJOURN

Motion by Mast, supported by Knisely, to adjourn the meeting. Motion carried unanimously. 1:50 p.m.

Tom Kohlman, Chairman
Lapeer County Properties Committee



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

Request for Action

Date: September 7, 2023

To: Lapeer County Board of Commissioners

Summary of Request/Information:

Request approval to provide a payment for a cost increase related to the CMH concrete project in the amount of \$3300.00

Contact person(s):

Lauren Emmons, Chief Executive Officer

Background Information:

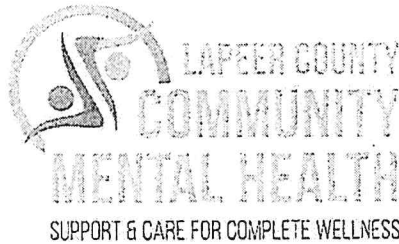
This will be paid for from LCCMH funds. The CMH Board approved the original project on July 20, 2023.

Supporting Documents: Memo and invoice attached.

Draft Motion:

Move to approve the request by Lapeer County CMH to pay Family Building Company \$3300.00 for additional concrete work at CMH and a no additional cost to the county general fund.





8.D

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

To: Lauren Emmons

From: Regina MacDonald

Date: September 6, 2023

RE: Bus Drop Off Thickened Slab

When the contractors were prepping the area in front of the main entrance for new concrete, they discovered that the bus drop off area had an 8" concrete base instead of 4".

The cost of removing existing materials and replacing with an additional 4" of concrete has increased the cost for that section of the projects by \$3,300.

I am requesting approval to make the additional payment to the contractor for the services provided.

If you have any questions, please let me know.

Thank you.

Approved by
CMH Board
9/7/23
[Signature]



FAMILY BUILDING COMPANY, INC

5605 PRATT ROAD

LAPEER, MI 48446

(810)444-3113 • (888)519-4654 - fax

FamilyBuildingCompany@gmail.com

QUOTATION

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

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

DATE: September 1, 2023

RE: Front bus area thickened slab

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

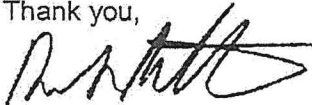
- | | |
|--|------------|
| 1 Remove an additional 4 - 5 inches of existing concrete 22 x 24,
528 sq ft @ \$1.75 per square foot. | \$924.00 |
| 2 Placement and material (Concrete) to meet the unforeseen existing
thickness 8 - 10 inches 22 x 24, 528 sq ft @ \$4.50 per square foot | \$2,376.00 |

TOTAL THIS QUOTATION \$3,300.00

FBC 10% WAIVED \$0.00

TOTAL ADDITIONAL COST \$3,300.00

Thank you,



Brian L. Britton
President
Family Building Co., Inc

REQUEST FOR ACTION**DATE:** September 7, 2023XX REQUEST FOR ACTION FOR YOUR INFORMATION REQUEST FOR INFORMATION**TO:** Lapeer County Board of Commissioners**FROM:** Theresa Spencer, Lapeer County Clerk

SUMMARY OF REQUEST / INFORMATION: I would like to enter into a contract with Permitium to streamline the vital records request process. There is no cost to the County for this service**ADDITIONAL INFORMATION:****CONTACT PERSON(S):**

Theresa Spencer, County Clerk

Amy Stearns, Chief Deputy County Clerk

BACKGROUND INFORMATION:

Currently we do not have any software to process vital records requests. If a request is made online, they have to email a clerk, the clerk has to verify we have the record and then email them back the link to pay online. Once payment has been received, we then mail out the document. With this service, the citizen would click on Permitium's link (on our website) and provide all the information and pay. It would then populate in our clerk's queue to process. This would make the process much more efficient.

SUPPORTING DOCUMENTS:

User License Agreement attached

DRAFT MOTION:

Motion by _____, supported by _____, to accept the User License Agreement for an Online Vital Records Request Application, provided by Permitium, at no cost to the County, and authorize the Chairman/Vice-Chairman to sign the Agreement.

ATTACHMENTS YES x NO _____

USER LICENSE AGREEMENT FOR AN ONLINE VITAL RECORDS REQUEST APPLICATION

This user license agreement for an online vital records request application (the "User License Agreement") is made and entered into this ____ day of _____, 20____, by and between the Lapeer County Clerk (the "Customer") and Permitium, LLC ("Permitium"), a corporation in good standing authorized to do business in the State of North Carolina with its principal place of business at 10617 Southern Loop Blvd. Pineville, NC 28134.

For and in consideration of the mutual promises set forth in the User License Agreement, the adequacy of which is hereby expressly acknowledged, the parties do mutually agree as follows:

1. **Basic Obligations of Permitium.** Permitium hereby agrees to provide the services described in the attached Statement of Work (attached hereto as Exhibit 1) in accordance with the terms and conditions of this User License Agreement as requested in writing by the Customer.
2. **Basic Obligations of the Customer.** For any services requested in writing by the Customer, the Customer agrees to compensate Permitium at the rates set forth in the attached Statement of Work (Exhibit 1).
3. **Term.** Contract will be effective from _____, through _____. This Agreement shall be automatically renewed for successive one (1) year terms unless either Party provides the other Party with sixty (60) days prior written notice to the end of the Initial Term or the Renewal Term.
4. **Fee Collection and Payment.** Permitium will collect online payments and agrees to deliver the Customer a monthly statement by the 25th of each month which will be itemized for every transaction submitted the previous month along with a check or ACH for the total amount collected less fees listed on Exhibit 1.
5. **Termination for Cause.** At any time after 30 days of the software deployment, the Customer may terminate this User License Agreement immediately and without prior notice if Permitium is unable to meet goals and timetables or if the Customer is dissatisfied with the quality of services provided.
6. **Insurance.** Permitium agrees to maintain a minimum of \$6,000,000 in general liability, \$5,000,000 in cyber liability, and other appropriate insurance, as well as Workers Compensation in the required statutory amount, for all employees participating in the provision of services under this User License Agreement. Certificates of such insurance shall be furnished by Permitium to the Customer and shall contain the provision that the Customer is given ten (10) days' written notice of any intent to cancel or terminate by either Permitium or the insuring company. Failure to furnish such insurance certificates or maintain such insurance shall be deemed a material breach and grounds for immediate termination of this User License Agreement. All Permitium liabilities as defined within

this User License Agreement will be capped at the greater of the compensation received by Permitium, or the above stated insurance liability policy limits.

7. **Taxes.** Permitium shall pay all federal, state and FICA taxes for all of its employees participating in the provision of services under this User License Agreement.
8. **Monitoring and Auditing.** Permitium shall cooperate with the Customer, or with any other person or agency acting at the direction of the Customer, in their efforts to monitor, audit, or investigate activities related to this User License Agreement. Permitium shall provide any auditors retained by the Customer with access to any records and files related to the provision of services under this User License Agreement upon reasonable notice. The Customer agrees that its auditors will maintain the confidentiality of any trade secrets of Permitium that may be accessed during an audit conducted under this User License Agreement.
9. **Confidentiality Information.** Permitium agrees that all records, data, personnel records, and/or other confidential information that come within Permitium's possession in the course of providing services to the Customer under this User License Agreement (hereinafter, "Confidential Information") shall be subject to the confidentiality and disclosure provisions of all applicable federal and state statutes and regulations, as well as any relevant policies of the Customer. All data and/or records provided by the Customer to Permitium shall be presumed to be Confidential Information subject to the terms of this section unless the Customer specifically indicates in writing that the requirements of this section do not apply to a particular document or group of documents.

Permitium agrees to receive and hold Confidential Information, whether transmitted orally, in writing or in any other form, and whether prepared by a party or its Representatives, in strict confidence, and to use the Confidential Information solely for the purpose of facilitating Customer's use of Permitium's products and services. Except as essential to Permitium's obligations to Customer, Permitium shall not copy any of the Confidential Information, nor shall Permitium remove any Confidential Information or proprietary property or documents from Customer premises without written authorization of the Customer. Permitium acknowledges its understanding that any unauthorized disclosure of Confidential Information may result in penalties and other damages.

10. **Security.** Permitium represents and warrants that all documents and information provided to Permitium by or behalf of the Customer, including but not limited to Confidential Records, shall be stored and maintained by Permitium with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of records being stored and maintained. Permitium further represents and warrants that any online access to the Customer's records authorized persons pursuant to this User License Agreement shall be safe, secure, and password-protected and provided with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of records being stored and maintained, and that no person shall be permitted to obtain unauthorized access to any of the Customer's records. Without

limiting the foregoing, Permitium specifically warrants that:

- 10.1.** All servers, computers, and computer equipment used to provide services pursuant to this User License Agreement shall be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and adequately protected against fires, hurricanes, flooding, or similar occurrences;
- 10.2.** Facilities where services are provided shall be secure and access shall be limited to employees trained in security protocols with a legitimate business need to access such facilities (with access removed immediately upon termination of employment) and shall be protected from unauthorized access by commercially reasonable security systems;
- 10.3.** All websites, FTPs, and any other online electronic system used to provide services pursuant to this User License Agreement shall be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software, which shall be kept updated at all times. Access shall be limited to those agents and employees of Permitium assigned to the project and any individuals identified in writing by the Customer or Customer's Designee as authorized to obtain access.
- 10.4.** Permitium have technical controls in place that ensure the security, availability and confidentiality of Customer data.
- 10.5.** All information provided to Permitium pursuant to this User License Agreement shall be encrypted while in transit over an open network.

11. Standard of Care. Notwithstanding anything in this User License Agreement to the contrary, Permitium represents and warrants that the services provided by Permitium shall be performed by qualified and skilled individuals in a timely and professional manner with the utmost care and in conformity with standards generally accepted in Permitium's industry for the types of services and records governed by this User License Agreement.

12. Indemnification. Permitium shall indemnify the Customer, its agents, and employees, from and against all damages directly arising out of Permitium's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination. Notwithstanding the foregoing Permitium's maximum indemnification will be limited to the amount of insurance set forth within section 6.

Customer shall indemnify Permitium, its agents, and employees from and against all damages directly arising out of Customer's breach of this Agreement. This provision shall survive the expiration or termination of this Agreement and remain in full force and effect after such expiration or termination.

- 13. Relationship of Parties.** Permitium shall be an independent contractor of the Customer, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Permitium be construed as an employee, agent or principal of the Customer.
- 14. Compliance with Applicable Laws.** Permitium shall comply with all applicable laws and regulations in providing services under this User License Agreement. Without limiting the foregoing, Permitium specifically represents that it is aware of and in compliance with the Immigration Reform and Control Act and that it will collect properly verified I-9 forms from each employee providing services under this User License Agreement. Permitium shall not employ any individuals to provide services to the Customer who are not authorized by federal law to work in the United States.
- 15. Applicable Customer Policies.** Permitium specifically acknowledges that it will comply with all applicable Customer policies, all of which are publicly available on the Customer's website.
- 16. Assignment.** Neither party may transfer, assign, or delegate any rights, duties, interest, or obligations under this Contract to any other person or entity without the other party's prior written consent. Notwithstanding the foregoing, Permitium may (without the Customer's consent) assign this agreement and all of its rights, duties, interests and obligations hereunder to any entity into which it merges, has a change in control representing a conveyance of more than 50% of its ownership interests, or to which it sells all or substantially all of its assets. Permitium agrees to notify the Customer within 10 business days of any assignment.
- 17. User License Agreement Modifications.** This User License Agreement may be amended only by written amendments duly executed by and between the Customer and Permitium.
- 18. Michigan.** Michigan law will govern the interpretation and construction of the User License Agreement. Any litigation arising out of this User License Agreement shall be filed, if at all, in a court or administrative tribunal located in the State of Michigan.
- 19. Entire Agreement.** This User License Agreement constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this User License Agreement and supersedes all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this User License Agreement.
- 20. Severability.** If any provision of this User License Agreement shall be declared invalid or unenforceable, the remainder of the User License Agreement shall continue in full force and effect.

21. Notices. Any notice or other communication provided for herein as given to a party hereto shall be in writing, shall refer to this Agreement by parties and date, and shall be delivered by registered mail, return receipt required, postage prepaid to the person listed below or his successor.

If to: Permitium
Permitium, LLC
10617 Southern Loop Blvd.
Pineville, NC 28134

If to Customer:
Lapeer County
255 Clay Street
Lapeer, MI 48

22. Cooperative Procurement. As additional consideration for this User License Agreement, and pursuant to state and local laws and procurement rules, Permitium agrees to extend an option to purchase products or services covered under this contract at the same prices, and under the same terms and conditions, to other contracting agencies.

Any such purchases shall be between Permitium and the participating agency and shall not impact Permitium's obligations to the Customer under this User License Agreement. Each contracting agency shall execute its own contract with Permitium. Any estimated purchase volumes or user counts listed herein do not include other public agencies and the Customer makes no guarantee as to their participation.

23. Authority of Signatories. The persons executing this User License Agreement hereby represent and warrant that they have full authority and representative capacity to execute the User License Agreement in the capacities indicated below and this User License Agreement constitutes the binding obligation of the parties on whose behalf they signed.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year indicated above.

Lapeer County Clerk

PERMITIUM, LLC

Signed:

Name:

Title:

Date:

Signed:

Name:

Title:

Date:

STATEMENT OF WORK – EXHIBIT 1

Project Scope

Permitium's Project Commitment

- Implement VitalDirector solution, including hospital application if applicable, configured based on VitalDirector's standard options and with input from received from customer team for the implementation
- Up to three virtual recorded training sessions to include:
 - VitalDirector
 - New Mother Hospital Application
 - Walk-in kiosk mode/QR code redirect
- Create QR Code Flyers
 - Hospital Application
 - Lobby flyer
 - K12/School flyer
 - Other agreed upon flyers i.e., DMV
- Create Press Release Template and other agreed upon social media content
- Go live support
- Provide ongoing hosting and support of VitalDirector

Customer's Project Commitment

- Complete user training for customer staff, with each trained user thereby both contributing to the VitalDirector UAT process as well as demonstrating personal proficiency with the application's final configuration. Each trained user will be expected to process at least 5 'test' orders by transaction type (i.e., processing birth, death and marriage certificates, if applicable) prior to VitalDirector go live
- Customer to place live VitalDirector site links throughout their agency website, with clear instructions directing public usage of VitalDirector as the preferred/recommended method for submitting vital record applications
- Replace and redirect all PDF application forms from customer website within 7 days of VitalDirector go live
- Implement in-office "kiosk mode" processing workflow upon VitalDirector go live, with customer office staff then directing 100% of in-person applications to utilize VitalDirector site from citizens' personal devices or customer-provided IT equipment
- Have local hospitals distribute hospital app QR code flyer to patients within 2 weeks of VitalDirector go live

Implementation Plan

The implementation of the VitalDirector system will follow the phases as outlined below. The phases of this process can run concurrently with the specific project tasks, timelines, and responsible parties to be defined upon the start of the project. The typical implementation timeline is 45 days from the project kick-off and can vary based on configuration requirements, training needs, and the overall number of agency users/processors.

- **Project Kickoff/Planning Call** with Customer stakeholders.
 - Introduce Permitium Project Manager and team
 - Identify Customer stakeholders and responsibilities
 - Review the "Configuration Checklist" for initial VitalDirector setup
 - Provide a general overview of the Implementation Timeline
 - Set reasonably agreed upon benchmarks for project timeline and project success
- **Initial configuration** of the new VitalDirector solution based on the Customer checklist information and standard VitalDirector setup.
- **Configured VitalDirector Walkthrough** with Customer stakeholders and vital records processing team.
 - Walk through the online application
 - Outline the application processing workflow
 - Identify any customer processing requirements
- **Hospital Birth Certificate Application and Walk-in Walkthrough** – with Customer stakeholders and vital records processing team.
 - Review the QR code flyer designs
 - Outline how the flyers are distributed
 - Walkthrough the walk-in application process via the kiosk mode and lobby flyers
- **Customer System Testing** – Customer testing of the VitalDirector system.
 - Each user enters and processes at least 5 ‘test’ orders for each vital record type
 - Confirm all relevant/required fields on application pages
 - Confirm site verbiage on the VitalDirector application pages
 - Review verbiage and directions from VitalDirector outbound notifications (i.e., phone call, text, email notifications)
- **Virtual Training** – up to three virtual training sessions:
 - VitalDirector processing training
 - Walk-in/Hospital application processing training
- **Go Live**
 - Final testing and sign off
 - Introduction to the Permitium Support and Customer Success teams
 - VitalDirector turned to production
 - Place VitalDirector site link on customer website home page on day of go live
 - Customer implements the updates to their website and distributes all flyers as indicated in the Customer Project Commitment under the Project Scope
- **Ongoing Support** - Provide ongoing support and hosting of the **VitalDirector** solution.

Implementation Team

Permitium	Support Team	855-712-PERM	support@permitium.com
Customer	Primary Point of Contact	CUSTOMER CONTACT	CUSTOMER EMAIL ADDRESS
Permitium	Project Manager	PM CCONTACT	PM EMAIL ADDRESS
Permitium	Senior Account Executive	Analisa Boza	Analisa.boza@permitium.com

Data and Security

All data collected in the Customer's instance of **VitalDirector** is the property of the Customer. **Permitium** does not own and will not distribute data without the written consent of the Customer. All passwords placed within the system are encrypted and not accessible by the **Permitium** staff.

Cost of Service

Permitium will charge the consumer/applicant a convenience fee of \$5.00 per transaction for each application submitted for the use of the service and will accept payment of such fees using a valid payment method accepted by Permitium, which may include, without limitation, Visa, MasterCard, Discover Card, or American Express credit cards, as well as major debit cards at Permitium's reasonable discretion. Credit card processing fees at the rate of \$0.30 per transaction plus 3.3% of the transaction total are passed through to the applicant by Permitium along with a \$0.35 VitalVerify fee, when applicable.

Any other services needed by the customer (i.e., digital/data conversions) will be available anytime under this agreement utilizing an existing cooperative purchasing program called the Charlotte Cooperative Purchasing Agreement (CCPA). The CCPA co-op government rates can be found at www.charlottealliance.org.



REQUEST FOR ACTION

DATE: September 5, 2023

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: John Miller, Prosecuting Attorney

SUMMARY OF REQUEST / INFORMATION: Purchase of 3 desks for Assistant Prosecuting Attorneys. Purchase of 1 desk for Victims Rights Advocate. All items are from National Business Furniture and are on the GSA schedule.
1ea. Cumberland U desk @ \$3,249.00; 2 ea. Cumberland L desk @ \$2,479.00;
1ea. Prestige Plus L desk Adjustable height w/hutch & pedestal @\$2,019.00.
Freight charges are estimated to be \$1,600.00.
Total purchase with freight charges is \$11,856.00

ADDITIONAL INFORMATION: Replacement desks are of similar materials and quality as existing office furniture. Filling the 7th attorney position has led to the need to reassign office spaces between attorneys and support staff. Differing sizes of offices prohibits transferring one VR desk to a smaller office. One formerly vacant office space had no office furnishings and has only a table for a work space.

CONTACT PERSON(S):

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Proposed order is attached.

DRAFT MOTION:

Motion by _____, supported by _____, to approve the

purchase of the proposed office furniture for the Office of the Prosecuting Attorney at a cost not to exceed \$11,856.00 from the contingencies budget line for said department.

ATTACHMENTS YES__X__ NO_____



Talk With an Expert

844-893-4777

Government

Education

Healthcare

Hospitality

Workplace

Home Office

Saved Order Details

Date 9/8/23

Billing Information

John Miller
Lapeer County
255 CLAY ST
OFFICE OF
PROSECUTING
ATTORNEY
LAPEER, MI 48446
US
18102454705
jmill@lapeercounty.org

Shipping Information

John Miller
Lapeer County
255 CLAY ST
OFFICE OF
PROSECUTING
ATTORNEY
LAPEER, MI 48446
US
18102454705



Prestige Plus Reversible L-Shaped Desk with
Adjustable Height Return - White
Antigua/Chocolate/Black Table Base
14790

\$2,049.00 Each

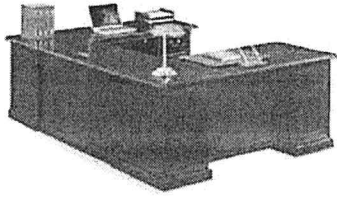
BUY More, Save more!

\$2,049.00 Buy 1-4

\$2,008.00 Buy 5-9 Save 2 %

\$1,967.00 Buy 10 or More Save 4 %

QTY: 1 \$2,049.00



Cumberland U-Desk with Right Bridge - 72"W -
Cherry Wood Finish/Brass Decorative
Hardware
13888

\$3,249.00 Each

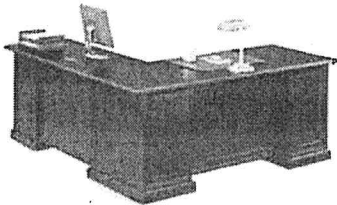
BUY More, Save more!

\$3,249.00 Buy 1-4

\$3,184.00 Buy 5-9 Save 2 %

\$3,119.00 Buy 10 or More Save 4 %

QTY: 1 \$3,249.00



Cumberland L-Shaped Desk with Right Return -
Cherry Wood Finish/Brass Decorative
Hardware
13886

\$2,479.00 Each

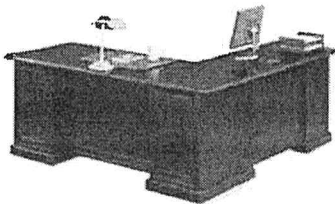
BUY More, Save more!

\$2,479.00 Buy 1-4

\$2,429.00 Buy 5-9 Save 2 %

\$2,380.00 Buy 10 or More Save 4 %

QTY: 1 \$2,479.00



Cumberland L-Shaped Desk with Left Return -
Cherry Wood Finish/Brass Decorative
Hardware
13887

\$2,479.00 Each

BUY More, Save more!

\$2,479.00 Buy 1-4

\$2,429.00 Buy 5-9 Save 2 %

\$2,380.00 Buy 10 or More Save 4 %

QTY: 1 \$2,479.00

Subtotal

\$10,256.00



REQUEST FOR ACTION

DATE: 9/5/2023

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Drain Office

SUMMARY OF REQUEST / INFORMATION:

The Lapeer County Drain Commissioner is requesting the County purchase five (5) parcels adjacent to the Merritt Lake Dam on behalf of the Merritt Lake Special Assessment District. These properties are needed to protect the public health, welfare, and safety and to provide a staging area for any future maintenance or repair of the Merritt Lake Dam. The County would own the properties on behalf of, and for the benefit of, the Merritt Lake Special Assessment District. Due to the cost of the parcels and the delinquent taxes owed the total cost is \$45,074.00. The Special Assessment District would reimburse the County \$45,074.00 for the costs to purchase the properties. The 2023 property taxes will be paid by the Drain Office for Merritt Lake Dam District.

ADDITIONAL INFORMATION:

Parcels:

015-200-043-00 Legal: T6N R10E MERRITT LAKE SUBDIVISION LOT 43.

015-200-044-00 Legal: T6N R10E MERRITT LAKE SUBDIVISION LOT 44.

015-200-045-00 Legal: 15 39 500 000 00 T6N R10E MERRITT LAKE SUBDIVISION LOT 45.

015-200-046-00 Legal: T6N R10E MERRITT LAKE SUBDIVISION LOT 46.

015-200-047-00 Legal: T6N R10E MERRITT LAKE SUBDIVISION LOT 47.

CONTACT PERSON(S): Joseph Suma – Lapeer County Drain Commissioner

BACKGROUND INFORMATION:

Merritt Lake is an inland lake located in Metamora Township. In 1993, the Lapeer County Circuit Court established a legal lake level for Merritt Lake pursuant to

Part 307 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.30701 et seq. ("Part 307"). The lake level is 911 feet in the summer and 906 feet in the winter (USGS datum).

The Lapeer County Drain Commissioner serves as the delegated authority of the Board of Commissioners and is responsible for maintaining and repairing the control structure for the lake level (the dam). The County has an easement over Outlot D, where the Merritt Lake Dam is located, but does not have any property rights in the surrounding area. If the Merritt Lake Dam should ever fail, the properties listed above could flood. This may lead to potential liability for the County.

Pursuant to Section 30708(2) of Part 307, the "county may acquire, in the name of the county, by [...] purchase [...], rights in land needed or convenient in order to implement [Part 307]." It is in the best interest of the County and the property owners surrounding Merritt Lake to purchase these properties to ensure no homes or other structures are built on these parcels. Further, these properties would provide a staging area for any future maintenance or repair that is necessary on the Merritt Lake Dam.

SUPPORTING DOCUMENTS:

Circuit Court Order 93-018942-CE(H)

2023 Maps

Release of Right of Way (Liber 853, Page 72)

Purchase price of each parcel plus the delinquent taxes

DRAFT MOTION:

Motion by _____, supported by _____, to authorize the purchase of Parcels 015-200-043-00, 015-200-044-00, 015-200-045-00, 015-200-046-00, 015-200-047-00, located in Metamora Township, Lapeer County, to be paid initially by Lapeer County General Funds, and reimbursed by the Merritt Lake Special Assessment District with monies to be collected from the levying of special assessments.

ATTACHMENTS YES__X__ NO_____

STATE OF MICHIGAN
IN CIRCUIT COURT FOR THE COUNTY OF LAPEER

IN THE MATTER OF THE DETERMINATION, ESTABLISHMENT
AND MAINTENANCE OF THE NORMAL LEVELS OF MERRITT
LAKE IN THE TOWNSHIP OF METAMORA

CASE NO: 93-018942-CE(H)

JUDGEMENT

At a session of said Court held
in the County Complex, County of Lapeer
State of Michigan on this 3rd day
November, 1993.

PRESENT: HON NICK O. HOLOWKA
CIRCUIT JUDGE

FILED
COUNTY CLERK
NOV 3 4 19 PM '93
LAPEER COUNTY
MICHIGAN

The Petition to determine, establish and maintain Normal levels of Merritt Lake having come on to be heard and the Court being fully advised in the premises and having heard and considered all proofs and allegations of all interested parties herein; and having considered and reviewed the description of lands contained within the special assessment district;

The Court finds that an elevation of 911.00 U.S.G.S. datum is the normal summer level of Merritt Lake, to be maintained from May to October 31 each year, an elevation of 909.60 U.S.G.S. datum is the normal winter level of Merritt Lake, Township of Metamora, Lapeer County Michigan, from November 1 to April 30 each year, and that said levels will provide the most benefit to the public and will best protect the public health, welfare and safety and that said levels will best serve to preserve the natural resources of the State of Michigan, and will best protect the values of properties developed around said Merritt Lake:

The Court further finds that the special assessment district as established by the Lapeer County Drain Commissioner pursuant to Resolution of the Lapeer County Board of Commissioners is a fair and equitable determination of the special assessment district.

THEREFORE, IT IS ORDERED:

1. That the normal summer level of Merritt Lake is determined to be and shall be established at an elevation of 911.00 U.S.G.S. datum from May 1 to October 31 each year;

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ATTORNEY
LAPEER, MICH.

2. That the normal winter level of Merritt Lake is determined to be and shall be established at an elevation of 909.60 U.S.G.S. datum to be maintained from November 1 of each year to April 30 the year following; .

3. That a reasonable time of 10 to 20 days should be recognized and provided for to accomplish each seasonal change from winter to summer elevation in the spring and from summer to winter elevation in the fall; and

4. That the lands contained in the special assessment district are as follows, to-wit:

METAMORA TOWNSHIP-T6N-R10E

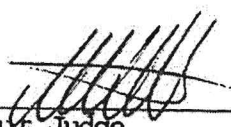
Section 7:

Merritt Lake Subdivision No. 1	Lots 1-47 inclusive, and outlots A,B,C & D
Merritt Lake Subdivision No. 2	Lots 48-67 inclusive
Lakeside Subdivision No. 2	Lots 29-71 inclusive
Individual Parcel Numbers	015-007-001 thru 015-007-024 inclusive, and 015-007-025-50, 015-007-041 and 015-007-042

Section 8:

Lakeside Subdivision	Lots 1-28 inclusive
Individual Parcel Numbers	015-008-017-00, 015-008-017-01, 015-008-020-00 015-008-022-00, 015-008-038-00, 015-008-039-00, 015-008-040-00, 015-008-041-00, 015-008-042-00, and 015-008-044-00

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ATTORNEY
LAPEER, MICH.


Circuit Judge

PREPARED BY:
BYRON KONSCHUH
CHIEF ASSISTANT PROSECUTOR
255 Clay Street
Lapeer, Michigan 48446

For and in consideration of prospective benefits to be derived by reason of the establishing of a certain Lake Level Structure under the supervision of the Drain Commissioner of the County of Lapeer and State of Michigan, as hereinafter described, We, the Merritt Lake Association Subdivision Nos. 1 and 2, as tenants by the entirety, of 3576 Orchard Drive, Metamora Michigan 48455, do hereby convey and release to the County of Lapeer, the Right of Way for a certain Lake Level Structure, hereinafter more particularly designated and described, over and across the following land owned by them, and situated in the Township of Metamora, County and State aforesaid, which land owned is described as follows:

44-15-200-042-00:

(T6N-R10E) MERRITT LAKE SUBDIVISION LOT 42 & OUTLOTS C & D.

The Right of Way or Easement is described as follows:
OUTLOT "D" OF THE ABOVE DESCRIPTION.

The Right of Way hereby conveyed and released is for the sole and only purpose of access, ingress, egress, inspection, construction, maintenance and repair over and across said premises a certain Lake Level Structure, petition for which in writing was made on June 5, 1992, by Grace Bjork, Richard West, Lamonta West and others, and the necessity and legal lake levels for which has been determined by Judgment of the Circuit Court of Lapeer County dated November 3, 1993.

This conveyance is based upon the above described property and shall be deemed to include the extreme width of said property as shown in the survey thereof, to which survey reference is hereby made for a more particular description and includes a release of all claims to damages in any way arising from or incident to the operating and maintaining of said structure across said premises, and shall be deemed a sufficient conveyance to vest in the County an easement in said land for the uses and purposes of maintaining the legal lake levels together with such rights of entry upon, passage over, deposit of excavated earth and storage of material and equipment on such land, as may be necessary or useful for the construction, maintenance and repair of such structure.

Witness our hands and seals, dated April 5, 1994.

WITNESSES:

Jeffery Dagher
Jeffery Dagher
Cheryl J. Machak
Cheryl J. Machak
STATE OF MICHIGAN }
COUNTY OF OAKLAND } ss.

by: Jeffery Dagher
its: President

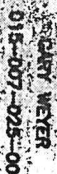
On April 5, 1994, before me, a Notary Public in and for said County, personally appeared Jeffery Dagher, President, to me known to be the person in and who executed the foregoing instrument, and he acknowledged that he executed the same as his free act and deed.

Prepared By: JOHN E. COSENS
Lapeer County Drain Office
287 W. Nepeessing St.
Lapeer, MI 48446
(810) 667-0371

Kimberly A. Thompson
Notary Public
Oakland County, Michigan
KIMBERLY A. THOMPSON
Notary Public, Oakland County, MI
My Commission Expires May 14, 1998

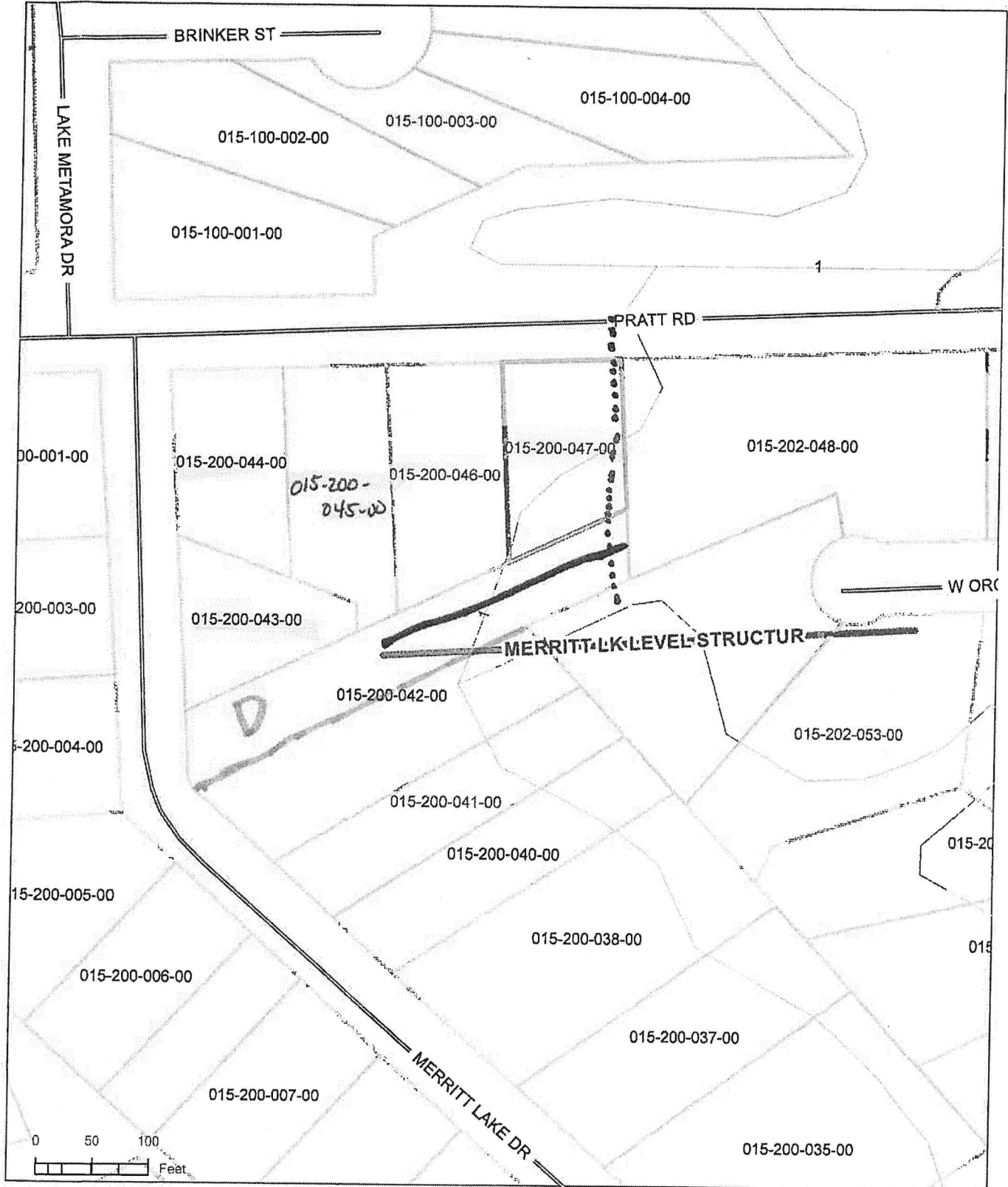
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LIBER 853 PAGE 72

NORTHEAST CORNER - SECTION

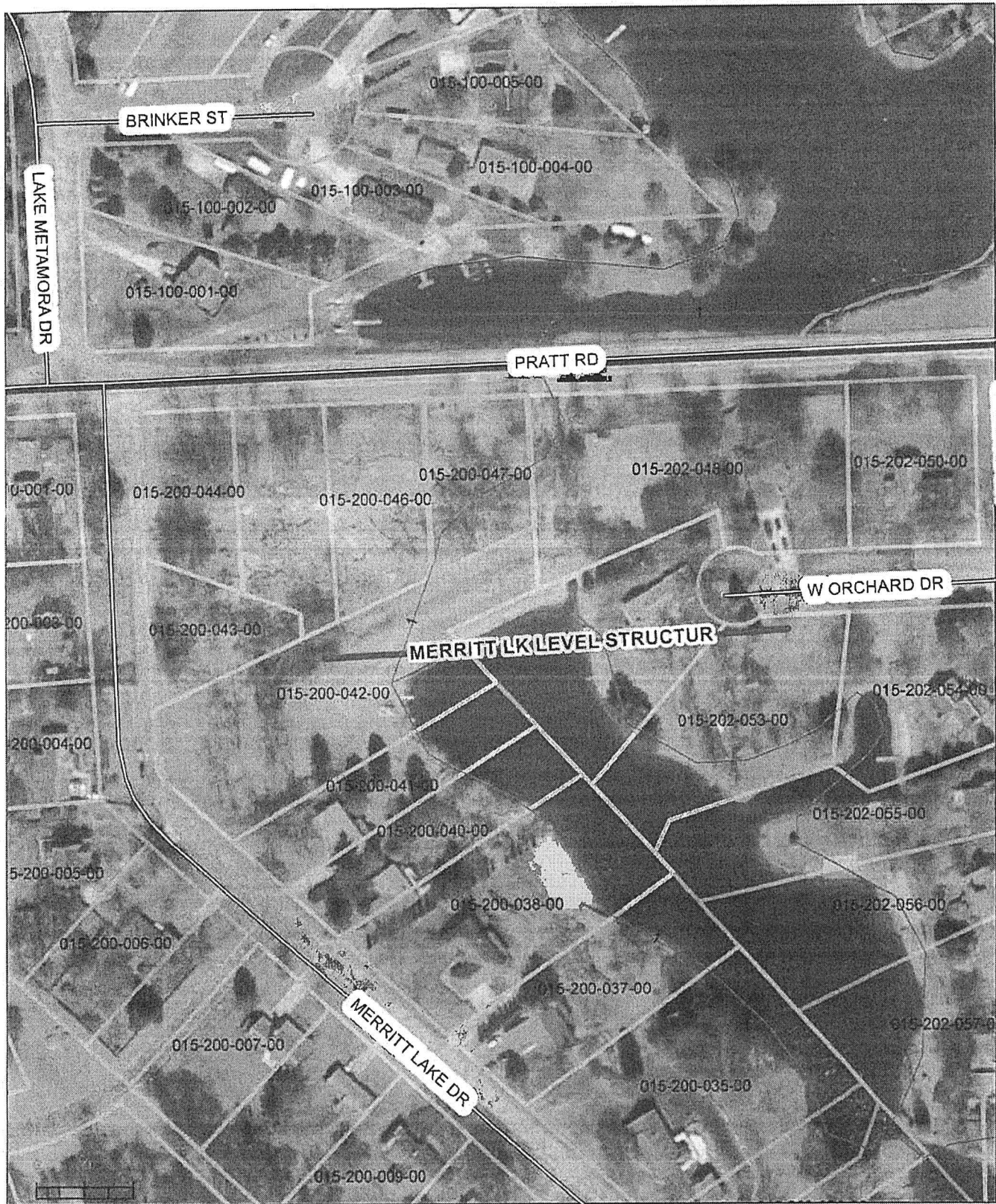


KE SUBMISSION NO.1
1 THRU 47

2023 MAPS



2023 MAPS



Drain Department

****Purchase of lots for public purpose**

Lot 43 parcel# 44-015-200-043-00	Price \$6400.00 plus delinquent taxes \$4499.00= \$10,899.00
Lot 44 parcel# 44-015-200-044-00	Price \$4000.00 plus delinquent taxes \$4282.00= \$8242.00
Lot 45 parcel# 44-015-200-045-00	Price \$4800.00 plus delinquent taxes \$4342.00= \$9142.00
Lot 46 parcel# 44-015-200-046-00	Price \$4600.00 plus delinquent taxes \$4327.00= \$8927.00
Lot 47 parcel# 44-015-200-047-00	<u>Price \$4400.00 plus delinquent taxes \$3464.00=7864.00</u>
	TOTAL \$45,074.00