



**THERESA M. SPENCER
LAPEER COUNTY CLERK**

County Complex Building
255 Clay Street
Lapeer, Michigan 48446

Phone 810 area code
667-0356
Circuit Court Division
667-0358
Fax 667-0362

A-G-E-N-D-A

**LAPEER COUNTY BOARD OF COMMISSIONERS
FOURTH MEETING OF THE OCTOBER SESSION
November 17, 2022
9:00 A.M.**

Brenden Miller	District #1
Gary Roy	District #2
Dyle Henning	District #3
Lenny Schneider	District #4
Rick Warren	District #5
Linda M. Jarvis	District #6
Bryan Zender	District #7

CALL TO ORDER BY CHAIRMAN

- ◆ Roll Call
- ◆ Opening Prayer
- ◆ Pledge of Allegiance

CONSIDERATION FOR APPROVAL:

- ◆ Agenda
- ◆ November 3, 2022 Regular Board Minutes

**REVIEW OF:
COMMISSIONER MILEAGE/EXPENSE SHEETS/GRANT APPLICATIONS**

ELECTED OFFICIAL/DEPARTMENT HEAD UPDATES

PUBLIC TIME - Citizens Comments, etc.

CONTINUED -

NEW/OLD BUSINESS

(Additional Items)

- A. PUBLIC HEARING - 2023-2024 Biennial Operating Budgets
- B. GENERAL APPROPRIATIONS ACT RESOLUTION (to be distributed)
- C. EQUALIZATION - Revised Apportionment Report
- D. MSU EXTENSION - Memorandum of Agreement
- E. SENIOR PROGRAMS - Lease agreement for Lamb Steel Building
- F. NOTICE OF APPOINTMENTS NEEDED
- G. DISCUSSION - County Controller/ Administrator position

DRAFT MOTIONS

- ♦ Committee of the Whole Meeting (11/10/22) (attached)
- ♦ Properties Committee (10/10/22) (attached)
- ♦ American Rescue Plan Act Committee (ARPA) (11/10/22) (attached)
- ♦ Personnel Committee (11/10/22) (attached)

AUDIT MOTIONS

- ♦ County Audit Motion
For disbursements dated November 18, 2022
- ♦ Road Commissioner's Audit Motion
for disbursements dated November 17, 2022

PUBLIC TIME - Citizens Comments, etc.

COMMISSIONER REPORTS

CLOSED SESSION - if needed.

RECESS/ADJOURN

(Reminder: Do not adjourn during the October Session until the budget is adopted)

LAPEER COUNTY BOARD OF COMMISSIONERS
****THIRD MEETING OF THE OCTOBER SESSION****
November 3, 2022
9:00 A.M.

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

Present:	Brenden Miller	District #1
	Gary Roy	District #2
	Dyle Henning	District #3
	Rick Warren	District #5
	Linda M. Jarvis	District #6
	Bryan Zender	District #7

Quentin Bishop, County Controller/Administrator
Jackie Arnold, Chief Financial Officer
Lynette Stanford, Secretary/Deputy County Clerk

Absent:	Lenny Schneider	District #4
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AGENDA

The agenda and draft minutes from the October 20, 2022 Regular Board Meeting were reviewed.

348-22

Motion by Warren, supported by Zender, to accept the agenda with a discussion regarding amending the Budget Calendar, posting the County Controller/Administrator position, and the deletion of a closed session. Motion carried.

349-22

Motion by Warren, supported by Jarvis, to approve the October 20, 2022 Regular Board Meeting minutes as presented. Motion carried.

ELECTED OFFICIAL/DEPARTMENT HEAD UPDATES

No Comments were received.

PUBLIC TIME – two people spoke during public time.

350-22

Motion by Miller, supported by Henning, to amend the Budget Calendar to authorize the County Administration Office to proceed with the Publication of the required Notice for the 2023 and 2024 Biennial Budget Public Hearing, which will be held on November 17, 2022 at 9:00 a.m. Motion carried.

Friends of the Historic Courthouse Committee**351-22**

Motion by Jarvis, supported by Zender, to re-appoint Laura Barnard, Denise Becker, William Rykhus, Lynne McCarthy, Jan Cassell, David Churchill, Colleen Covey, Jill Lyons, Linda M. Jarvis, Rex Ziebarth, Michael J. Burke Jr., and Mary Sue Weber to serve on the Friends of the Historic Courthouse Committee for a two-year term ending October 14, 2024. Motion carried.

Department of Health and Human Services (DHHS)**352-22**

Motion by Jarvis, supported by Zender, to re-appoint Mary Sue Weber to serve on the Department of Health and Human Services (DHHS) Board, for a three-year term ending October 31, 2025. Motion carried.

Emergency Management Advisory Council**353-22**

Motion by Zender, supported by Warren, to re-appoint Jeff Satkowski, Krystal Moralee, Russell Adams, Steven Zott, and Zeb Schons to serve on the Emergency Management Advisory Council, for a two-year term ending December 31, 2024. Motion carried.

354-22

Motion by Zender, supported by Warren, based on Motion #87-22 from the March 24, 2022 Regular Board Meeting, to authorize an additional one –time stipend payment in the amount of \$1,000, for all full-time employees (or full-time employees that retired during the month of October) that previously received the \$2,000 Region 10 pass-through payment on August 19, 2022, for workers that have met a minimum of 560 paid work hours (280 for RPT and PT), actively employed, and on the payroll as of the pay period ending November 4, 2022, to be paid from the respective department's budgets and reimbursed by Region 10 Pass-Through Funding, and at no additional cost to the County's General Fund. Motion carried.

355-22

Motion by Jarvis, supported by Zender, to give the November 8, 2022 Committee of the Whole authority to act regarding a revised L-4029 Form, as requested by Equalization. Motion carried.

356-22

Motion by Miller, supported by Warren to cancel the November 23, 2022 Committee of the Whole Meeting and the December 29, 2022 Regular Board Meeting. Motion carried.

357-22

Motion by Warren, supported by Jarvis, to authorize the Administration Office to immediately post the County Controller/Administrator position, and to hold off on making a decision regarding an Interim County Controller/Administrator for a few weeks. Motion carried.

358-22

Motion by Henning, supported by Warren, to adopt the Court Appointed Attorneys Fee Schedule for Probate and Family Courts, as submitted, reflecting the new rates effective beginning January 1, 2023. Motion carried.

359-22

Motion by Henning, supported by Warren, to approve the Applicant Fingerprint Transmission Fee Collection Agreement between the Michigan State Police and the County of Lapeer, for the Live Scan Fingerprint Machine, with an ORI of MI44144L3, as submitted by Community Corrections; and further, to authorize the Chair/Vice-Chair to sign said agreement. Motion carried.

360-22

Motion by Henning, supported by Warren, pursuant to motion 326-22 of the October 20, 2022 Regular Board Meeting, giving the Committee of the Whole the authority to act, to enter into the official record the following action taken at the October 27, 2022 meeting of the Committee of the Whole:

"Motion by Miller, supported by Jarvis, that pursuant to Motion #87-22 from the March 24, 2022 Regular Board Meeting, to authorize a one-time stipend payment in the amount of \$3,000, for all full-time employees (50% for all RPT and PT employees, or full-time employees that have or will be retiring during the month of October) that have not already received Region 10 pass-through payments in 2022, and have met a minimum of 560 paid work hours (280 for RPT and PT), actively employed, and on the payroll as of the pay period ending November 4, 2022, to be paid from the General Fund operating revenue and other funding sources as deemed appropriate, excluding Fund #281 (ARPA Funding). Motion carried."

Motion carried.

361-22

Motion by Henning, supported by Warren, to approve the revised Lapeer County Board of Commissioners' Rules of Procedure, as submitted, Financial Goals, Policies and Practices; as submitted; pursuant to 7.1 of Article VII, Amendments to the Rules of Procedure, of said document which requires a two-thirds vote of the Board members elected and serving, provided a statement of the character of such proposed amendments has been included in the notice of the meeting. Motion carried.

Emergency Management Advisory Council**362-22**

Motion by Henning, supported by Warren, to re-appoint Andy Engster to the Emergency Management Advisory Council for a two-year term ending December 31, 2024. Motion carried.

363-22

Motion by Henning, supported by Warren, to authorize the Friend of the Court to fill one full-time Secretary position (#211), due to an anticipated retirement effective 12/29/22 (CRC grant funded position), as well as any subsequent vacancy should an internal transfer or promotion occur, at no additional cost to the County's General Fund. Motion carried.

364-22

Motion by Henning, supported by Warren, to authorize the Health Department to fill the one full-time Clerk/Typist position (#368) in the Senior Programs due to an anticipated retirement effective 12/30/22, as well as any subsequent vacancy should an internal promotion or transfer occur, at no additional cost to the County's General Fund. Motion carried.

365-22

Motion by Henning, supported by Warren, to authorize Community Mental Health to fill one vacant Full-Time Budgetary Account Clerk position (#543) in the Data and I.T. Division due to a resignation effective 10/28/22, and any subsequent vacancy should an internal transfer or promotion occur, at no additional cost to the County's General Fund. Motion carried.

366-22

Motion by Henning, supported by Jarvis, to authorize 911 Central Dispatch to amend their revised Table of Organization to add/create one full-time Deputy Director position (#TBA, at new pay grade #19 as consistent with similar positions) with a special focus to be concentrated on staff recruiting, training and retention, and any subsequent vacancy should an internal transfer or promotion occur, at no additional cost to the County's General Fund; and further, to approved the related job description for said position, as submitted. Motion carried.

367-22

Motion by Henning, supported by Jarvis, to approve the revised/updated job description for the E911 Systems Administrator job description at Central Dispatch, as submitted, with no cost impact to the County. Motion carried.

368-22

Motion by Henning, supported by Warren, to authorize Community Mental Health to fill one regular part-time ABA Technician position (#378) in the Autism Program, due to a recent resignation effective 10/21/22, and any subsequent vacancy should an internal transfer or promotion occur, at no additional cost to the County's General Fund. Motion carried.

369-22

Motion by Henning, supported by Warren, to authorize Community Mental Health to fill two non-regular part-time ABA Technician positions (#744 and #398) in the Autism Program that have been vacant for more than 6 months, as well as any subsequent vacancy should an internal transfer or promotion occur, at no additional cost to the

County's General Fund. Motion carried.

370-22

Motion by Henning, supported by Warren, to authorize Community Mental Health to fill one full-time Master Level Therapist position (#408) in the Co-Occurring Program due to a recent resignation effective 10/28/22, and any subsequent vacancy should an internal transfer or promotion occur, at no additional cost to the County's General Fund. Motion carried.

371-22

Motion by Zender, supported by Warren, to approve Lapeer County to purchase two (2) vehicles to lease to CMH to replace two (2) current vehicles at a total cost of \$58,710.00, at no additional cost to the County General Fund. Motion failed.

372-22


Motion by Henning, supported by Jarvis, to approve the County's Audit Motion for disbursements dated October 24, 2022 and November 4, 2022, based upon the signature of the County Controller/Administrator; and further, to approve the Road Commission Audit Motion for disbursements dated November 3, 2022 based upon the signatures of the Road Commission Chairman and Finance Director. Roll Call vote: Henning, aye; Jarvis, aye; Miller, aye; Schneider, absent; Warren, aye; Zender, aye; Roy, aye. 6 ayes, 1 absent. Motion carried.

Public Time – 2 people spoke during public time.

The Commissioners gave brief reports on meetings and conferences that they have recently attended, as well as upcoming meetings and events.

Chairman Roy declared the meeting recessed. 10:27 a.m.

Gary Roy, Chairman
Board of Commissioners



Theresa M. Spencer, County Clerk
Clerk of the Board

11/09/2022
DATE SUBMITTED

FROM: 10/01/22 TO: 11/08/22
PERIOD COVERED

DAY OF MONTH	DESCRIPTION	Location	PRIVATE AUTOMOBILE		COUNTY AUTOMOBILE		LODGING	MEALS	OTHER	DAILY TOTALS	
			MILES	AMOUNT	GAS	OTHER					
3	Lapeer City Comm. Mtg	City	4	\$ -						\$ -	
11	I-69 NMDC Board Mtg	Flint	54	\$ -						\$ -	
27	TACCB Board Mtg	San Luisi	101	\$ -						\$ -	
8	LDC Board Mtg	Metemora	21	\$ -						\$ -	
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	SUMMARY TOTAL		180	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
										\$100.80	

	YES	NO
All receipts are attached:		
Extensions checked:		
Additions checked:		
Mileage checked:		
Expenses verified:		

B. V. C

NW 7. 2022

DATE SUBMITTED

COUNTY DEPARTMENT
Dyle Henning
NAME OF EMPLOYEE

NAME OF EMPLOYEE

FROM: Oct 1 TO: Oct 31, 2022
PERIOD COVERED

PERIOD COVERED

Co. Comm - District 3

TITLE OR POSITION

DAY OF MONTH	DESCRIPTION	Location	PRIVATE AUTOMOBILE		COUNTY AUTOMOBILE		LODGING	MEALS	OTHER	DAILY TOTALS	
			MILES	AMOUNT	GAS	OTHER					
10/6/22	H to LC to H	Co Bldg	0	\$ -	B.O.C. Meeting + Comm. mtg					\$ -	
10/10	H to Elba to H	Twp	26	\$ -	Elba Twp Bd meeting					\$ -	
10/10	H to Wren to H	Twp	8	\$ -	Mayfield Twp meeting					\$ -	
10/11	H to Oregon to H	Twp	18	\$ -	Oregon Twp Mtg					\$ -	
10/13	H to LC to H	Co Bldg	0	\$ -	B.O.C. Mtg + Comm. mtg					\$ -	
10/14	H to Lansing to H	MAC	168	\$ -	MAC Environmental Comm					\$ -	
10/19	H to Care to H	HDC	59	\$ -	HDC Meeting					\$ -	
10/20	H to LC to H	Co Bldg	0	\$ -	B.O.C. Meeting					\$ -	
10/20		Co Bldg	0	\$ -	Budget Hearing					\$ -	
10/27	H to LC to H	Co Bldg	0	\$ -	B.O.C. meeting					\$ -	
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SUMMARY TOTAL			2790	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
										\$56.24	

I hereby certify that all items of expenses included in the statement were incurred in the discharge of authorized official Lapeer County business: that amounts are correct; and that they represent proper charges against the county.

NATURE OF OFFICAL BUSINESS:

SIGNED BY:

Dyke Hemming

APPROVED BY:

Department Head or authorized representative

YES

NO

All receipts are attached:

Extensions checked:

Additions checked:

Mileage checked:

Expenses verified:

①

OFFICIAL NOTICE
NOTICE OF PUBLIC HEARING
2023-2024 BIENNIAL OPERATING BUDGETS
COUNTY OF LAPEER

The Lapeer County Board of Commissioners will hold a Public Hearing on Thursday, **November 17, 2022** at **9:00 a.m.** for the purpose of considering the following:

**Amending 2023 and Adopting Proposed
2024 Operating Budgets**

2023 & 2024 Budget Summaries

Amended General Fund – 2023: \$23,186,813.33

Proposed General Fund – 2024: \$24,061,271.66

The location of the Public Hearing and Regular Board Meeting will be held in the **Commission Chambers** (lower level) of the County Complex, 255 Clay Street, Lapeer, Michigan. The 2023 and 2024 Budgets will be available for public inspection in County Clerk's Offices during their office hours (Monday, Tuesday, Thursday and Friday 8:00 a.m. – 5:00 p.m., Wednesday 8:00 a.m. to 12:00 noon) beginning Monday, November 7th through Thursday, November 17th.

The County will also have the proposed budgets available on the County's website: www.lapeercountyweb.org and the hearing/meeting can be viewed live on the County's YouTube Channel which can be found on the County's website under the "Frequently Requested" tab.

All citizens have the right to make written or oral comments regarding the 2023 and 2024 Budgets. Your participation is encouraged and welcomed.

THERESA SPENCER, COUNTY CLERK
(810) 667-0356

DRAFT

LAPEER COUNTY MICHIGAN

GENERAL APPROPRIATION ACT

RESOLUTION TO AMEND & ADOPT THE BIENNIAL BUDGET FOR

**JANUARY 1, 2023 TO DECEMBER 31, 2023 (AMEND)
AND**

**JANUARY 1, 2024 TO DECEMBER 31, 2024 (ADOPT)
ON**

November 17, 2022

- 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 2023 and FY 2024; 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 8, 2022, and a public hearing was held on June 16, 2022, consistent with the "Truth in Taxation Act," to consider increasing the operating tax millage rate by .3123 mills for FY 2022; and,
- WHEREAS,** The Board of Commissioners at a meeting on June 16, 2022, adopted the following tax rates to be levied for the 2022 tax year/2022/2023 budget year for a County levy of 3.6258 and extra voted millage as summarized below based on the 2022 Taxable Value \$3,503,834,862.00 for a total millage rate of :

<u>Purpose</u>	<u>Millage</u>	<u>Revenue</u>
General Government	3.6258	\$ 12,704,204.00
Total Allocated Millage	3.6258	\$ 12,704,204.00

Lapeer County General Appropriations Act Resolution, November 17, 2022

Law Enforcement (voted through 2027)	1.4500	\$ 5,080,561.00
Veterans (voted through 2023)	.1813	\$ 635,245.00
Medical Care Facility Operating (voted through 2027)	.3196	\$ 1,119,826.00
Senior Citizen (voted through 2022)	.2430	\$ 851,432.00
Total extra voted Millage	2.1939	\$ 7,687,064.00
Total Millage	5.8197	\$ 20,391,268.00

WHEREAS, The revenue projections in the 2023/2024 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 2023	<u>Est. Millage Revenue</u>	<u>Est. Captured Revenue</u>	<u>Est. Net Revenue</u>
General Government	\$ 12,704,204.00	\$ 648,918.00	\$ 12,055,286.00
Law Enforcement	\$ 5,080,561.00	\$ -0-	\$ 5,080,561.00
EMS	\$ -0-	\$ -0-	\$ -0-
Veterans	\$ 635,245.00	\$ -0-	\$ 635,245.00
Medical Care Facility	\$ 1,119,826.00	\$ -0-	\$ 1,119,826.00
Senior Services	\$ 851,432.00	\$ -0-	\$ 851,432.00
Total	\$ 20,391,268.00	\$ 648,918.00	\$ 19,742,350.00

FY 2024	<u>Est. Millage Revenue</u>	<u>Est. Captured Revenue</u>	<u>Est. Net Revenue</u>
General Government	\$ 13,339,414.00	\$ 681,364.00	\$ 12,658,050.00
Law Enforcement	\$ 5,334,589.00	\$ -0-	\$ 5,334,589.00
EMS	\$ -0-	\$ -0-	\$ -0-
Veterans	\$ 667,007.00	\$ -0-	\$ 667,007.00
Medical Care Facility	\$ 1,175,817.00	\$ -0-	\$ 1,175,817.00
Senior Services	\$ 1,372,102.00	\$ -0-	\$ 1,372,102.00
Total	\$ 21,888,929.00	\$ 681,364.00	\$ 21,207,565.00

WHEREAS, The voters have supported "special millages" (e.g. for Senior Services, Veterans, Law Enforcement/ Public Safety, 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 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 2023 and \$2,000,000.00 for FY 2024 to the General Fund is hereby authorized; and,

WHEREAS, State Revenue Sharing in the amount of \$1,759,762.52 is anticipated for FY 2023, and the amount for FY 2024 is estimated at \$1,759,762.52; and,

WHEREAS, Pursuant to MCL 141.412, section 2, a notice regarding the proposed budget was published in a newspaper of general circulation on November 6, 2022, and was placed on display in the County Clerk's office and the county's website from November 7 through November 17, 2022, and a public hearing was conducted on November 17, 2022; and,

THEREFORE, BE IT RESOLVED, that the FY 2023 and FY 2024 Lapeer County Budgets as summarized below are hereby adopted on a fund and activity basis for the General Fund and 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>2023 Amended Budget</u>	<u>2024 Budget</u>
General Fund	\$ 23,186,813.00	\$ 24,061,272.00
Special Revenue Funds	\$ 74,716,597.00	\$ 75,859,315.00
Debt Service Funds	\$ 1,123,719.00	\$ 1,101,246.00
TOTALS	<u>\$ 99,027,129.00</u>	<u>\$101,021,833.00</u>

BE IT FURTHER RESOLVED, that an Assigned fund balance (GF) is established in the amount of \$500,000.00 for FY 2023 and \$500,000.00 for FY 2024; and,

BE IT FURTHER RESOLVED, that the Board of Commissioners direct the Controller/Administrator to present necessary changes to the 2024 budget to the Board prior to the beginning of fiscal year 2024 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 said Purchasing Procedures and Personnel Manual; 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 the Board of Commissioners hereby accepts and adopts MGT's Wage and Reclassification Plan and authorizes the implementation of the new rates, effective December 24, 2022, which have been incorporated in the 2023 and 2024 budgets; however, 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, November 17, 2022

Gary Roy, Chairman
District #2

Dyle Henning
District #3

Rick Warren
District #5

Bryan Zender
District #7

Brenden Miller
District #1

Lenny Schneider, Vice Chair
District #4

Linda M. Jarvis
District #6

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 17th day of November, 2022.

Theresa M. Spencer, County Clerk
Clerk of the Board

C

REQUEST FOR ACTION

DATE: **November 10, 2022**

___x___ REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Equalization Department

SUMMARY OF REQUEST / INFORMATION:

Adoption of the revised 2022 Lapeer County Apportionment Report (L-4402).

ADDITIONAL INFORMATION:

To update any millages passed at the November election. There are multiple millages on the ballot.

Please note the revised report will be sent to you after elections.

If no millages are passed, no action is needed.

CONTACT PERSON(S):

Equalization Department

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

Motion by _____, supported by _____, to adopt the revised 2022 Lapeer County Apportionment Report (L-4402) as prepared by the Equalization Director; and further, to authorize the report to be sent to the State of Michigan.

ATTACHMENTS YES___x___ NO_____

Local Unit Name		(J) Townships		(L) Total Allocated / Charter		(K) Taxable Value		Total Other				(K) Total RenZone Taxable Value	
								Extra		Total Debt			
								Voted /		Rate			
								General		Rate			
Cities		(M) Est. Local Allocated / Charter Tax		Operating		(O)		(P)		(Q)		(R)	
						Est. Local EV / GL	Oper. Tax Dollars	Total Debt	Est. Local Debt	Est. Local Debt	Total Est. Local	Tax Dollars	
Villages		Dollars		Rate		Tax Dollars		Tax Dollars		Tax Dollars		Tax Dollars	
Listed Alphabetically		Rate		Rate		Rate		Rate		Rate		Rate	
Almont	304,545,726.00	1.2820	390,427.62	0.9801	298,485.27	0.0000	0.00	0.0000	0.00	688,912.89	0.00	0.00	
Arcadia	119,185,481.00	1.3252	157,944.60	0.0000	0.00	0.0000	0.00	0.0000	0.00	157,944.60	0.00	0.00	
Attica	180,496,945.00	1.3761	248,381.85	2.9288	528,639.45	0.0000	0.00	0.0000	0.00	777,021.30	0.00	0.00	
Burlington	50,804,152.00	1.5385	78,162.19	0.0000	0.00	0.0000	0.00	0.0000	0.00	78,162.19	0.00	0.00	
Burnside	83,890,691.00	1.4796	124,124.67	0.0000	0.00	0.0000	0.00	0.0000	0.00	124,124.67	0.00	0.00	
Deerfield	175,214,771.00	1.2290	215,338.95	0.0000	0.00	0.0000	0.00	0.0000	0.00	215,338.95	0.00	0.00	
Dryden	246,804,644.00	1.2650	312,207.87	3.8059	939,313.79	0.0000	0.00	0.0000	0.00	1,251,521.66	0.00	0.00	
Elba	235,405,908.00	1.3286	312,760.29	1.3988	329,285.78	0.0000	0.00	0.0000	0.00	642,046.07	0.00	0.00	
Goodland	76,153,486.00	1.3471	102,586.36	1.8858	143,610.24	0.0000	0.00	0.0000	0.00	246,196.60	0.00	0.00	
Hadley	243,972,626.00	1.2817	312,699.71	0.9933	242,338.01	0.0000	0.00	0.0000	0.00	555,037.72	0.00	0.00	
Imlay	126,608,009.00	1.3425	169,968.57	0.5615	71,089.27	0.0000	0.00	0.0000	0.00	241,057.84	0.00	0.00	
Lapeer	189,315,822.00	1.4762	279,468.02	0.0000	0.00	0.0000	0.00	0.0000	0.00	279,468.02	0.00	0.00	
Marathon	131,973,060.00	1.2865	169,783.34	0.0000	0.00	0.0000	0.00	0.0000	0.00	169,783.34	0.00	0.00	
Mayfield	243,658,621.00	1.4983	362,634.15	0.0000	0.00	0.0000	0.00	0.0000	0.00	362,634.15	0.00	0.00	
Metamora	286,155,794.00	1.3154	376,409.33	3.0028	859,268.62	0.0000	0.00	0.0000	0.00	1,235,677.95	0.00	0.00	
North Branch	117,003,602.00	1.4352	167,923.57	2.4360	285,020.77	0.0000	0.00	0.0000	0.00	452,944.34	0.00	0.00	
Oregon	215,778,005.00	1.3842	298,679.91	0.0000	0.00	0.0000	0.00	0.0000	0.00	298,679.91	0.00	0.00	
Rich	57,721,368.00	1.4047	81,081.21	2.7313	157,654.37	0.0000	0.00	0.0000	0.00	238,735.58	0.00	0.00	
Lapeer	303,432,451.00	9.8000	2,973,638.02	0.0000	0.00	0.0000	0.00	0.0000	0.00	2,973,638.02	0.00	0.00	
Imlay City	115,813,736.00	17.1490	1,986,089.76	2.4192	280,176.59	3.0885	357,690.72	0.0000	0.00	2,623,957.07	0.00	0.00	
Brown City	86,389.00	16.8733	1,457.67	2.2299	192.64	0.0000	0.00	0.0000	0.00	1,650.31	0.00	0.00	
ALMONT	82,034,347.00	13.5349	1,110,326.68	0.0000	0.00	1.5106	123,921.08	0.0000	0.00	1,234,247.76	0.00	0.00	
CLIFFORD	5,941,489.00	10.2993	61,193.18	8.7855	52,198.95	0.0000	0.00	0.0000	0.00	113,392.13	0.00	0.00	
COLUMBIANVILLE	14,809,762.00	8.5167	126,131.78	4.3146	63,898.20	0.0000	0.00	0.0000	0.00	190,029.98	0.00	0.00	
DRYDEN	21,067,893.00	8.8172	185,759.63	3.5000	73,737.63	0.0000	0.00	0.0000	0.00	259,497.46	0.00	0.00	
METAMORA	23,500,354.00	9.8785	232,148.25	0.0000	0.00	0.0000	0.00	0.0000	0.00	232,148.25	0.00	0.00	
NORTH BRANCH	23,319,797.00	10.1523	236,749.58	4.0606	94,692.37	0.0000	0.00	0.0000	0.00	331,441.95	0.00	0.00	
OTTIER LAKE	6,281,910.00	12.0877	75,933.84	0.0000	0.00	0.0000	0.00	0.0000	0.00	75,933.84	0.00	0.00	

(A) Authority (Dist. Libraries, DDAs, Transit, Metro, Fire, etc.)	(B) Taxable Value	(C) Total Operating		(D) Est. Authority Oper.		(E) Total Debt Rate		(F) Est. Authority Debt Tax Dollars		(G) Est. Total Authority Tax Dollars		(H) Total RenZone Taxable Value	
		Rate	Rate	Tax Dollars	Tax Dollars	Rate	Rate	Tax Dollars	Tax Dollars	Tax Dollars	Tax Dollars	Taxable Value	Taxable Value
LIBRARY - ALMONT DIST.	304,545,726.00	1.1810		359,668.50		0.0000		0.00		359,668.50		0.00	0.00
LIBRARY - LAPEER DIST.	2,336,506,750.00	0.8653		2,021,779.29		0.0000		0.00		2,021,779.29		0.00	0.00
LIBRARY - RUTH HUGHES DIST.	422,916,690.00	1.0567		446,896.07		0.0000		0.00		446,896.07		0.00	0.00
TRANSIT - GREATER LAPEER AUTH.	1,362,803,578.00	0.2418		329,525.91		0.0000		0.00		329,525.91		0.00	0.00

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
Local K12 School District Name	Total Taxable Value	Non-Homestead Taxable Value	Total Commercial Personal Taxable Value	HH / Supplemental Rate	Est. HH / Supplemental Tax Dollars	Non Homestead Operating Rate	Est. NHT Operating Tax Dollars	Total Debt / Sinking Fund / Bldg Site Rate	Est. Debt / Sinking Fund / Bldg Site Tax Dollars	Total Recreational Rate	Est. Recreational Tax Dollars	Total Est. Local K12 School Tax Dollars	(BB) Total Taxable Value	Homestead Comm/Para, Operating Rate
ALMONT COMMUNITY SCHOOLS	313,440,424.00	53,047,085.00	2,497,300.00	0.0000	0.0000	18.0000	971,031.33	8.3803	2,940,165.21	0.0000	0.0000	3,911,196.54	0.00	8.0000
BRANDON COMMUNITY SCHOOLS	20,627,716.00	3,534,636.00	0.00	0.0000	0.0000	17.8706	62,116.67	12.1500	234,461.01	0.0000	0.0000	317,647.08	0.00	5.8708
BROWN CITY COMM SCHOL DIST	99,175,123.00	15,648,987.00	228,100.00	0.0000	0.0000	16.5000	263,046.83	6.7500	397,769.98	0.0000	0.0000	690,866.70	0.00	6.0000
CAPAC COMMUNITY SCHOOLS	3,154,593.00	546,985.00	0.00	0.0000	0.0000	17.2306	9,482.70	3.8500	17,446.64	0.0000	0.0000	27,023.34	0.00	5.2000
DAVENPORT COMMUNITY SCHOOLS	6,141,868.00	1,142,845.00	402,800.00	0.0000	0.0000	17.7600	20,289.39	6.4985	39,913.96	0.0000	0.0000	57,122.45	0.00	5.7000
DIXON COMMUNITY SCHOOLS	228,651,891.00	30,377,233.00	0.00	0.0000	0.0000	18.9212	917,528.70	3.3754	771,780.92	0.0000	0.0000	1,389,316.62	0.00	4.8212
GOODRICH AREA SCHOOL DIST.	66,553,498.00	11,494,223.00	41,260.00	0.0000	0.0000	18.0000	207,143.21	7.7500	515,402.00	0.0000	0.0000	722,545.30	0.00	5.4000
IRVING CITY COMMUNITY SCHOOLS	18,540,250.00	3,534,636.00	0.00	0.0000	0.0000	17.4634	2,199,811.87	6.5000	3,007,484.74	0.0000	0.0000	5,208,298.71	0.00	5.4634
KINGSTON COMMUNITY SCH DIST	178,471,145.00	41,513,110.00	191,500.00	0.0000	0.0000	18.0000	748,207.38	2.5500	445,177.88	0.0000	0.0000	1,194,385.24	0.00	8.0000
LAPEERE COMMUNITY SCHOOLS	1,643,270,882.00	432,453,865.00	21,389,311.00	0.0000	0.0000	18.0000	7,912,644.39	2.8500	4,354,068.10	0.0000	0.0000	12,297,152.48	0.00	8.0000
MARLETTE COMMUNITY SCHOOLS	32,148,864.00	5,561,526.00	87,890.00	0.0000	0.0000	18.0000	139,854.07	1.4000	45,065.33	0.0000	0.0000	184,859.40	0.00	6.0000
MAYVILLE COMMUNITY SCH DIST	24,272,231.00	5,561,526.00	0.00	0.0000	0.0000	18.0000	139,854.07	1.4000	45,065.33	0.0000	0.0000	184,859.40	0.00	6.0000
NORTH BRANCH AREA SCHOOLS	378,553,705.00	62,239,125.00	1,519,034.00	0.0000	0.0000	18.0000	1,490,823.87	8.4400	3,185,347.75	0.0000	0.0000	4,085,371.02	0.00	4.8888
OXFORD AREA COMM SCH DIST	79,545,203.00	15,602,769.00	72,600.00	0.0000	0.0000	17.4324	272,389.54	8.6165	655,365.58	0.0000	0.0000	927,765.12	0.00	5.4324
TR-BROWN CITY/IN/BRANCH	77,600.00	0.00	0.00	0.0000	0.0000	18.0000	0.00	5.7500	445.23	0.0000	0.0000	445.23	0.00	8.0000
TR-LAPEER/GOODRICH	212,598.00	0.00	0.00	0.0000	0.0000	18.0000	0.00	7.7000	1,657.00	0.0000	0.0000	1,657.00	0.00	8.0000

(A) Community College Name	(B) Taxable Value	(C) Total Operating		(D) Est. Community College Oper.		(E) Total Debt		(F) Est. Community College Debt		(G) Est. Total Community College		(H) Total RenZone	
		Rate	Ratio	Tax Dollars	Ratio	Rate	Ratio	Tax Dollars	Ratio	Tax Dollars	Ratio	Tax Dollars	Ratio
MOTT CC	251,329,127.00	1.9438	0.7200	488,533.55	0.7200	0.0000	0.0000	180,956.97	0.0000	669,490.53	0.0000	0.00	0.00
OAKLAND CC	96,972,918.00	1.4891	0.0000	144,402.37	0.0000	0.0000	0.0000	0.00	0.0000	144,402.37	0.0000	0.00	0.00
ST CLAIR CC	3,154,593.00	1.8820	0.0000	5,936.94	0.0000	0.0000	0.0000	0.00	0.0000	5,936.94	0.0000	0.00	0.00

(H) Intermediate School District Name	(I) Taxable Value	(J) ISD Allocated		(K) Est. ISD Allocated		(L) ISD Total EV		(M) Est. ISD EV		(N) ISD Total Debt		(O) Est. ISD Debt		(P) Est. Total ISD		(Q) Total RenZone	
		Rate	Ratio	Tax Dollars	Ratio	Operating	Rate	Operating	Rate	Rate	Ratio	Tax Dollars	Ratio	Tax Dollars	Ratio	Tax Dollars	Ratio
GENESEE	251,329,127.00	0.4036	3.2914	101,436.44	3.2914	3,2914	3.2914	827,224.69	3.2914	0.0000	0.0000	0.00	0.0000	928,651.13	0.00	0.00	0.00
LAPEER	3,026,648,762.00	0.1782	2.6228	539,348.81	2.6228	2,6228	2.6228	7,938,294.37	2.6228	0.0000	0.0000	0.00	0.0000	8,477,643.18	0.00	0.00	0.00
OAKLAND	96,972,918.00	0.1881	2.9777	18,240.61	2.9777	2,9777	2.9777	288,756.26	2.9777	0.0000	0.0000	0.00	0.0000	306,996.87	0.00	0.00	0.00
SANILAC	101,389,395.00	0.2026	2.3525	20,543.52	2.3525	2,3525	2.3525	238,542.08	2.3525	0.0000	0.0000	0.00	0.0000	259,085.60	0.00	0.00	0.00
ST. CLAIR	3,154,593.00	0.1930	3.2236	608.84	3.2236	3,2236	3.2236	10,169.15	3.2236	0.0000	0.0000	0.00	0.0000	10,777.99	0.00	0.00	0.00
TUSCOLA	24,512,492.00	0.1411	4.0998	3,458.71	4.0998	4,0998	4.0998	100,496.31	4.0998	0.0000	0.0000	0.00	0.0000	103,955.02	0.00	0.00	0.00

Local Municipality (Twp/City/Vlg) Almont	ALL Purpose(s) or Qualifying Special Assessment Millage Rates for the Local Municipality Listed	Total of All Special Assessment Rates Levied UNITWIDE
	Police/Public Safety – 115	2.2500

total

Township / City	Village	School Code	Local School District	Total Homestead Property Tax Rate	NonHomestead Property Tax Rate	Total Homestead Property Tax Rate w/Special Assmnt	NonHomestead Property Tax Rate w/Special Assmnt
Almont	ALMONT	44020	ALMONT COMMUNITY SCHOOLS	28.3255	46.3255	30.5755	48.5755
Almont	ALMONT	44020	ALMONT COMMUNITY SCHOOLS	43.3710	61.3710	43.3710	61.3710
Almont	ALMONT	44050	ALMONT COMMUNITY SCHOOLS	22.3206	39.2618	24.5706	41.4918
Almont	ALMONT	44060	IMLAY CITY COMMUNITY SCHOOLS	25.4452	42.8086	27.6952	45.1598
Arcadia		44010	LAPEER COMMUNITY SCHOOLS	20.3426	33.3426	20.3426	38.3426
Arcadia		44060	IMLAY CITY COMMUNITY SCHOOLS	20.3426	41.6560	24.1926	41.6560
Arcadia		44060	NORTH BRANCH AREA SCHOOLS	26.1926	44.1926	26.1926	44.1926
Arcadia		44010	LAPEER COMMUNITY SCHOOLS	23.5137	41.5137	23.5137	41.5137
Attica		44010	LAPEER COMMUNITY SCHOOLS	24.2391	41.1603	24.2391	41.1603
Attica		44050	IMLAY CITY COMMUNITY SCHOOLS	27.3637	44.8271	27.3637	44.8271
Burlington		44060	NORTH BRANCH AREA SCHOOLS	28.3459	44.3459	28.3459	44.3459
Burlington		44060	NORTH BRANCH AREA SCHOOLS	19.0600	37.0600	19.0600	37.0600
Burlington		76140	MARLETTE COMMUNITY SCHOOLS	38.1448	56.1448	38.1448	56.1448
Burlington	CLIFFORD	79090	KINGSTON COMMUNITY SCH DIST	23.3458	40.0046	23.3458	40.0046
Burlington	CLIFFORD	79090	NORTH BRANCH AREA SCHOOLS	23.3458	40.0046	23.3458	40.0046
Burnside		76060	BROWN CITY COMM SCH DIST	23.3511	41.3511	23.3511	41.3511
Burnside		76140	MARLETTE COMMUNITY SCHOOLS	19.0011	37.0011	19.0011	37.0011
Deerfield		23260	LAKEVILLE COMM SCHOOL DIST	23.8960	41.8960	23.8960	41.8960
Deerfield		44010	LAPEER COMMUNITY SCHOOLS	20.4882	38.4882	20.4882	38.4882
Deerfield		44060	NORTH BRANCH AREA SCHOOLS	26.2782	44.2782	26.2782	44.2782
Dryden		44010	LAPEER COMMUNITY SCHOOLS	23.2730	41.2730	23.2730	41.2730
Dryden		44020	ALMONT COMMUNITY SCHOOLS	29.9533	47.9533	29.9533	47.9533
Dryden		44050	DRYDEN COMMUNITY SCHOOLS	29.9484	40.8686	29.9484	40.8686
Dryden		44050	DRYDEN COMMUNITY SCHOOLS	36.2656	53.1668	36.2656	53.1668
Dryden		63110	OXFORD AREA COMM SCH DIST	31.0454	48.4778	31.0454	48.4778
Elba		25140	DAVISON COMMUNITY SCHOOLS	28.3929	47.1535	28.3929	47.1535
Goodland		44010	LAPEER COMMUNITY SCHOOLS	21.9666	39.9666	21.9666	39.9666
Goodland		44060	IMLAY CITY COMMUNITY SCHOOLS	25.2350	42.6884	25.2350	42.6884
Goodland		44060	NORTH BRANCH AREA SCHOOLS	27.1750	45.1750	27.1750	45.1750
Hadley		25050	BROWN CITY COMM SCHOOL DIST	24.2391	42.2391	24.2391	42.2391
Hadley		25050	GOODRICH AREA SCHOOL DIST	29.9502	47.9502	29.9502	47.9502
Hadley		44010	LAPEER COMMUNITY SCHOOLS	21.2624	39.2624	21.2624	39.2624
Hadley		44026	TR-LAPEER/GOODRICH	29.9002	47.9002	29.9002	47.9002
Hadley		63110	OXFORD AREA COMM SCH DIST	29.1148	46.5472	29.1148	46.5472
Hadley		63180	BRANDON SCHOOL DISTRICT	32.6563	50.5269	32.6563	50.5269
Imley		44020	ALMONT COMMUNITY SCHOOLS	27.8431	45.8431	27.8431	45.8431
Imley		44060	IMLAY CITY COMMUNITY SCHOOLS	24.9628	42.4262	24.9628	42.4262
Imley		74040	CAPAC COMMUNITY SCH DISTRICT	24.9104	42.1470	24.9104	42.1470
Lapeer		25280	LAPEER COMMUNITY SCHOOLS	20.7354	38.7354	20.7354	38.7354
Marathon	COLUMBIAVILLE	25280	LAKEVILLE COMM SCHOOL DIST	23.7117	41.7117	23.7117	41.7117
Marathon	OTTER LAKE	25280	LAKEVILLE COMM SCHOOL DIST	35.5431	54.5431	35.5431	54.5431
Marathon		44060	LAKEVILLE COMM SCHOOL DIST	35.7994	53.7994	35.7994	53.7994
Mayfield		44010	NORTH BRANCH AREA SCHOOLS	20.7475	38.7475	20.7475	38.7475
Metamora		44010	LAPEER COMMUNITY SCHOOLS	23.3356	41.3356	23.3356	41.3356
Metamora	METAMORA	44010	LAPEER COMMUNITY SCHOOLS	33.2141	51.2141	33.2141	51.2141
Metamora		44050	DRYDEN COMMUNITY SCHOOLS	24.0610	40.9822	24.0610	40.9822
Metamora		63110	OXFORD AREA COMM SCH DIST	31.1580	48.5604	31.1580	48.5604
North Branch		44010	LAPEER COMMUNITY SCHOOLS	22.0233	40.0233	22.0233	40.0233
North Branch		44073	TR-BROWN CITY/N.BRANCH	24.8774	42.8774	24.8774	42.8774
North Branch		44060	NORTH BRANCH AREA SCHOOLS	27.8133	45.8133	27.8133	45.8133
North Branch		44060	NORTH BRANCH AREA SCHOOLS	42.0262	60.0262	42.0262	60.0262
Oregon		25140	DAVISON COMMUNITY SCHOOLS	28.0497	45.8103	28.0497	45.8103
Oregon		25280	LAPEER COMMUNITY SCHOOLS	24.0512	42.0512	24.0512	42.0512
Oregon		44010	LAPEER COMMUNITY SCHOOLS	20.6434	38.6434	20.6434	38.6434
Rich		44060	NORTH BRANCH AREA SCHOOLS	28.9434	46.9434	28.9434	46.9434
Rich		79090	MARLETTE COMMUNITY SCH DIST	25.9433	42.6321	25.9433	42.6321
Rich		79060	BROWN CITY COMM SCHOOL DIST	40.1094	58.1094	40.1094	58.1094
Imley City		44060	IMLAY CITY COMMUNITY SCHOOLS	45.7155	63.7155	45.7155	63.7155
Lapeer		44010	LAPEER COMMUNITY SCHOOLS	29.0592	47.0592	29.0592	47.0592

(A)

REQUEST FOR ACTION

DATE: 11/3/2022

XX REQUEST FOR ACTION

 FOR YOUR INFORMATION

 REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Jerry Johnson, MSU Extension

SUMMARY OF REQUEST / INFORMATION: Request approval of the annual renewal Memorandum of Agreement (MOA) w/ MSU Extension for FY 2023.

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Jerry Johnson, District 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 \$70,377 for calendar year 2023.

ATTACHMENTS YES XX 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,

Further, as an organization committed to the principles of diversity, equity and inclusion, we will work collaboratively with our community partners to ensure participation from the broad human diversity of each community (including race, color, religion, national origin, age, sex, disability, height, weight, marital status, gender, gender identity (gender expression), political beliefs, sexual orientation, family status, veteran status or any other factor prohibited by applicable law) and work to make our programs accessible and inclusive of the multiple realities and forms of knowledge that will support equitable outcomes for all throughout Michigan's 83 counties;

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 as agreed upon between the County and the MSUE District Director.
 - 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/accessable.
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 0 FTE
6. Funding for additional paraprofessional(s) at 0 FTE
7. Total Annual Assessment in the amount of **\$70,377**

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)	\$70,377
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ADDITIONAL PERSONNEL

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

TOTAL COUNTY ASSESSMENT PAYABLE TO MSU FOR FY 2023:	\$70,377
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I. Term and Termination

The obligations of the parties under this Agreement will commence on January 1, 2023, the first day of the County budget year 2023 and shall terminate on the last day of such County budget year 2023. Either party to this Agreement may terminate the Agreement, with or without cause, with 120 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: _____

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:
NetRange 35.8.0.0 - 35.9.255.255 CIDR 35.8.0.0/15

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
msuc.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.

(F)

REQUEST FOR ACTION

DATE: November 25, 2019

_____ REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Doreen Clark, Assistant to the County Administrator

SUMMARY OF REQUEST / INFORMATION: Request to approve the renewal of the **LAMB STEELE BUILDING LEASE** with the City of Imlay City for a period of 4-Years for use by the Senior Program at a grand total of \$39,000 (Annual lease rate of \$9,000 for 1ST year, \$9,500 for 2ND year, \$10,000 for 3RD year, and \$10,500 for 4th year). This new contract reflects an additional year and \$500 increase per year.

ADDITIONAL INFORMATION: The proposed lease agreement has been reviewed by the Health Officer and Senior Programs Director.

CONTACT PERSON(S): Doreen Clark, and Kathy Haskins/Wendy Brown

BACKGROUND INFORMATION: Lease payments have been budgeted.

SUPPORTING DOCUMENTS: Proposed 4-Year Lease Agreement

DRAFT MOTION: Motion by _____, supported by _____ to recommend to the Full Board to approve the renewal of the Lamb Steele Building Lease between the County of Lapeer and the City of Imlay City for use by the Senior Programs for a period of four years, expiring November 10, 2026, for a grand total of \$39,000 (to be paid at the annual rate of \$9,000 for 1ST year, \$9,500 for 2ND year, \$10,000 for 3RD year, and \$10,500 for 4th year); and further, to authorize the Chairman to sign said lease agreement.

ATTACHMENTS YES xx NO _____

LAMB STEELE MEMORIAL BUILDING LEASE

THIS LEASE, entered into this ___ day of December, 2022 between the City of Imlay City, a Michigan municipal corporation, of 150 North Main, Imlay City, Michigan hereinafter referred to as "LANDLORD", and the County of Lapeer on behalf of Department Of Senior Activities (DOSAs), hereinafter referred to as "TENANT".

WITNESSETH:

1. Leased Premises. Landlord leases to Tenant, and Tenant hires from Landlord the upper level of the building known as the Lamb Steele Memorial Building located on the following described property:

The East 80 feet of Lots 9 and 10 and the South 10 feet of the East 80 feet of Lot 8, Block 22, Also all of Lots 11, 12, 13, 14, 15, 16 and 17, Block 22, City of Imlay City, Palmer's Addition and sometimes known as Palmer's Original Plat, according to the plat thereof as recorded in Liber 9 of Deeds, page 258, Lapeer County Records. ALSO part of the Southeast quarter of Section 17, described as commencing on the West side of Highway M-53 195.27 feet Southerly from the Southwest corner of said highway and Fourth Street, thence running Southerly along the Westerly line of said highway 348.03 feet; thence running North 2 deg. 00'30" East 131.43 feet; thence North 87 deg. 59'30" West 57 feet; thence North 2 deg. 00'30" East 106 feet; thence North 87 deg. 59'30" West 146 feet; thence North 2 deg. 00'30" East 50 feet; thence North 87 deg. 59'30" West 140 feet; thence North 2 deg. 00'30" East 55.16 feet; thence South 87 deg. 59'30" East 407.33 feet to the point of beginning, together with the reversion in the adjoining highway, ALSO commencing at the Northeast corner of Lot 14, Block 22, Palmer's Addition, sometimes referred to as Palmer's Original Plat, thence Easterly on a continuation of the North line of said Lot 70 feet thence Northerly on the East line of White Street 50 feet; thence Easterly on a line parallel with the North line of said Lot 140 feet; thence Southerly on a line parallel with the East line of White Street to a continuation of the North line of said Lot 50 feet; thence Easterly along a continuation of said North line of said Lot 146 feet; thence Southerly on a line parallel with the East line of White Street 106 feet; thence Easterly on a line parallel with the North line of said Lot 57 feet; thence Southerly on a line parallel with the East line of White Street to the North line of the right-of-way of Grand Trunk Western Railroad about 548 feet; thence Westerly along the North line of said Railroad right-of-way to a point of intersection of a continuation of a piece of land sold to the Village of Imlay City by Charles Palmer and recorded in Liber 80 of Deeds, page 441, Lapeer County records, known as "Waterworks Lot"; thence Northerly along the East line of said Waterworks Lot about 185 feet; thence Northerly along the East terminating line of Third Street to the North line of said Third Street 81.12 feet; thence Westerly along the

North line of Third Street to the Southeast corner of said Block 22 231.80 feet; thence Northerly along the East line of said Block 22 to the place of beginning 231.37 feet, excepting that part of the above described premises lying Southerly of the South line of Third Street if extended across said description, and excepting further the right-of-way of said Third Street and of State Trunk Line Highway M-53 as actually laid across the said premises. All land being in the City of Imlay City, Lapeer County, Michigan.

Commencing at the NE corner of Lot 14, Block 22, Palmer's Addition, sometimes referred to as Palmer's Original Plat, thence Easterly on a continuation of the North line of said Lot 70 feet, thence Northerly on the East line of vacated White Street 50 feet; thence Westerly on a line parallel with the North line of Lot 15, 70 feet; to the NE corner of Lot 15, thence Southerly on the East line of Lot 15, Block 22, to the point of beginning.

Said upper level area is hereinafter referred to as the "Premises".

2. Term. The term of this Lease shall be for a period of four (4) years commencing on the 11th day of November, 2022 and ending on the 10th day of November, 2026.

3. Rent. Tenant shall pay to Landlord for the rental of the Premises during the term of this Lease the sum of Thirty-Nine Thousand (\$39,000.00) Dollars payable at the rate of Nine Thousand (\$9,000.00) Dollars for the first (1st) year, Nine Thousand Five Hundred (\$9,500.00) Dollars for the second (2nd) year, Ten Thousand (\$10,000.00) Dollars per year for the third (3rd) year and the rate of Ten Thousand Five Hundred (\$ 10,500.00) the fourth (4th) year. Rental payments shall be made bi-annually, November and May of each year.

4. Place for Payment of Rent. All payments of rent shall be made by Tenant at 150 North Main, Imlay City, Michigan, or at such other places as Landlord shall designate from time to time in writing.

5. Utilities. The City of Imlay City shall pay the electrical bill for the outside lighting of this building. The tenant will pay its own electric bill and Fifty (50%) percent of the monthly gas bill and water bill for this building in a reasonable and timely manner when said bills are received by it.

6. Use of Premises. Tenant shall use and occupy the Premises as a senior citizens activities facility or any related County approved purposes.

7. Acceptance of Premises. Except as Landlord and Tenant may otherwise agree in writing at such time, the taking of possession by Tenant shall be conclusive evidence that, at such time, the Premises were in a satisfactory or acceptable condition and that Landlord up to such time had performed all of its obligations hereunder.

8. Improvements and Alterations. Tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent, and all alterations, additions or improvements made by either of the parties hereto upon the Premises, except movable office furniture or office equipment, kitchen equipment and/or trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Premises at the termination of this Lease, without molestation or injury.

9. Maintenance and Repair.

A. Tenant hereby covenants and agrees that it will contract for and pay for its interior custodial services. Said services shall be subject to the City's reasonable approval of the maintenance contract.

B. In the event any single repair item exceeds Five Hundred (\$500.00) Dollars in cost, it shall be paid by the Capital Improvement Fund described in section 19 of this Lease.

C. The Landlord agrees to maintain the grounds around the proposed building and parking area except the sidewalks, to wit: Landlord agrees to rough plow the parking lot areas and will also rough mow the lawn areas around the facility. Further, Landlord agrees to be responsible for periodic sweeping of the parking areas. Landlord shall be responsible for providing and maintaining no less than the number of parking spaces required by the Zoning Ordinance for the premises.

D. The Landlord shall, at its expense, be responsible for the maintenance of the roof, foundation, outer walls, exterior glass, and heating/air conditioning systems.

10. Insurance.

A. Tenant shall have the sole obligation and duty to insure all of its own personal property and other contents of the Premises.

B. The Tenant shall be responsible for one-half the cost of the premiums for property liability insurance and a replacement cost insurance policy on the building. The Authority shall be responsible for preparing bid specifications and obtaining the insurance.

11. Limited Indemnity. Tenant agrees to indemnify and hold harmless the Landlord from any personal liability for damages to any person or property in, on or about said leased Premises from any cause whatsoever provided said injury or damages resulted or occurred directly or indirectly as a result of Tenant or County authorized activities; and Tenant will procure and keep in effect for the term hereof public liability and property damage insurance for the benefit of the Landlord in the sum of One Million (\$1,000,000.00) Dollars for damages resulting to one person and Three Million (\$3,000,000.00) Dollars for damages resulting from one casualty, and Five Hundred Thousand (\$500,000.00) Dollars property damage insurance resulting from any one occurrence. Tenant shall deliver said policies to the Landlord and upon Tenant's failure so to do, the Landlord may at its option obtain such insurance and the cost thereof shall be paid as additional rent due and payable upon the next ensuing rent day.

12. Tenant's Personal Property. All personal property of Tenant kept on the Premises shall be at Tenant's sole risk. Tenant hereby waives all right of recovery which it might otherwise have against Landlord for any loss, theft or damage to Tenant's personal property, unless caused by Landlord's employees or agents.

13. Destruction - Fire or Other Cause. If the Premises shall be rendered untenable by fire or other casualty, then Landlord shall make the Premises tenantable in a condition equal to the condition existing prior to the fire or other casualty as speedily as possible. The rent shall be abated in whole or in part, according to the portion of the Premises which is rendered untenable, during the period of untenability, except that there shall be no such abatement if such fire or other casualty shall be caused by the negligence of Tenant or its agents, employees, invitees or licensees, and, further, there shall be no abatement for the time required for the replacement or repair of any property of Tenant, in excess of the time required to make the Premises tenantable.

In the event that the Premises cannot be made tenantable within Ninety (90) days, then either the Landlord or Tenant may terminate this Lease by notification to the other of such termination within Ten (10) days after Landlord shall have notified Tenant of the time required to make them tenantable. Landlord shall, in its sole judgment, reasonably exercised, determine the length of time required to make the Premises tenantable, and shall notify Tenant of such determination within Ten (10) days after the occurrence of the fire or other casualty.

In the event that the Premises shall be so damaged by fire or other casualty that demolition or substantial reconstruction is required, then Landlord or Tenant may terminate this Lease by notifying the other party of such termination Thirty (30) days after the date of such damage.

14. Laws and Regulations. Tenant shall, at its own cost and expense, comply with all of the requirements of all laws and regulations, municipal, state and federal, now in force, or which may hereafter be in force, pertaining to the Premises, and the use and occupancy thereof. Notwithstanding the foregoing, the Landlord and Tenant agree that in the event an improvement in excess of Five Hundred (\$500.00) Dollars is required to comply with such laws and regulations, the improvement shall be paid for out of the Capital Improvement Fund.

15. Eminent Domain. In the event that the Premises be lawfully condemned or taken in any manner for any public or quasi-public use, this Lease shall terminate as of the date of actual taking. In the event that any part of the Premises be so condemned or taken, Landlord or tenant shall have the right to terminate this Lease as of the date of actual taking by giving the other party written notice of such termination. Should this Lease not be so terminated, the Lease shall cease as to the part taken and the rent adjusted so that Tenant shall pay a pro rata portion of the rent determined by the amount of space (and rate therefore) remaining after the taking. Landlord shall be entitled to receive the entire award from any such condemnation or taking of the Premises or any part thereof, without deduction therefrom for any estate or interest granted to Tenant by this Lease, provided that nothing herein contained shall be deemed to prevent Tenant

from claiming compensation for relocation costs or loss for interruption of business in the event an award with respect thereto is provided for by law or is fixed in the proceeding in which such taking shall occur.

16. Assignment and Subletting. Except for any legitimately allowed County related activities the tenant shall not assign, or in any way encumber this Lease nor any part, right, or interest thereof, nor shall Tenant let or sublet or permit any part of the Premises to be used or occupied by others for any reason whatsoever, unless Landlord shall consent thereto in writing in each and every case and instance.

17. Default and Termination. If Tenant shall fail to make payment of rent when due, and such failure shall continue for a period of Forty-Five (45) days, or if Tenant shall fail to comply with any details, provisions or covenants of this Lease other than the payment of rent, and shall not cure such failure within Forty-Five (45) days after written notice thereof, or if Tenant shall become insolvent or shall make a transfer in fraud of creditor bankrupt or insolvent in proceedings filed against Tenant, or if a receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, then and in such event, Landlord may terminate this Lease at any time thereafter by giving written notice of such termination to Tenant. Upon termination of this Lease, Landlord may without further notice re-enter the Premises, dispossess Tenant or any occupant of the Premises, and remove its effects and hold the Premises as if this Lease had not been made. Landlord shall be entitled to any other remedies that may be provided by law. Either party may terminate this Lease upon a clear showing of bad faith by the other party.

18. Building Authority. That the aforementioned Lamb Steele Memorial Building shall be operated by an Authority established by the Landlord. Said Authority's responsibility to be the maintenance and operation of the aforementioned building. Said Authority shall be subject to the terms and conditions of this Lease. Further, the County may select one member of said Authority's governing board subject to approval by the Imlay City Commission.

19. Capital Improvement Fund. That the aforementioned Authority which will administer the leases regarding the building shall have the power to dedicate some of the aforementioned rental amounts to a fund known as the "Capital Improvement Fund" to offset operational costs or as otherwise designated by the Authority.

20. Cooperation. The Landlord and the aforementioned Tenant and the Authority shall cooperate with each other to provide medical services and to promote the operation of an efficient and well-run facility.

21. Option to Renew. The Tenant/County shall have the right of first refusal to renew this Lease for an additional 4 year period at a rate to be then determined and agreed to by the parties. If Tenant wishes to exercise this right of first refusal it shall notify Landlord no later than June 1, 2022.

22. Surrender of Premises. Upon the expiration or the termination of the term of this Lease, Tenant shall quit and surrender the Premises to Landlord in good order and condition, ordinary wear and damage by the elements expected; and Tenant shall remove all of its property and shall repair any damage to the Premises caused by such removal.

Any personal property of Tenant or of anyone claiming under Tenant which shall remain on the Premises after the expiration or termination of the Lease term shall be deemed to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, and Landlord shall not be responsible for the same.

23. Access to Premises. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting the same, preventing waste, loss or destruction, removing obstructions, making such repairs or alterations as it is obligated to make under the terms of this Lease, or to enforce any of Landlord's rights or powers under this instrument. Landlord shall not be liable nor responsible for any loss that may accrue to Tenant's business by reason thereof, except for any loss that may be occasioned by the negligence of Landlord's employees or agents.

24. No Waiver. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver be in writing.

25. Heirs and Assigns. The covenant, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and except as otherwise provided in this Lease, their assigns.

26. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant's paying the rent and observing and performing all the terms, covenants and conditions on Tenant's part, that Tenant shall enjoy the Premises leased hereby.

27. Termination of Prior Lease. All prior leases and amendments thereto are hereby terminated and replaced by the terms of this Lease.

28. Termination of Lease. That either party to this lease has the right to terminate said lease with six (6) months written notice to the other party.

EN WITNESS WHEREOF, the parties hereunto have executed this Lease and affixed their seals the day and year first above written.

WITNESSES:

SIGNED AND SEALED BY:

LANDLORD, CITY OF IMLAY CITY

Joi Kempf, Mayor

Date

Dawn Sawicki-Franz, Clerk

Date

TENANT, COUNTY OF LAPEER

Date

LIST OF BOARD APPOINTMENTS BY EXPIRATION DATE
Revised 11/14/2022

Name	Board	Length of Term	Expiration Date
Vacant needing to be filled			
2022			
Richard Ziehm	Agricultural Preservation Board	3-year term	December 31, 2022
Scott Jarvis	Agricultural Preservation Board	3-year term	December 31, 2022
Bruce Cady	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Gary Phillips	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Quentin Bishop	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Paul Bowman	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Michael Connors	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Jessica Marco	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Richard Voss	Brownfield Redevelopment Authority	3-year term	December 31, 2022
Gary Phillips	Building Authority	3-year term	December 31, 2022
Michael Connors	Economic Development Corporation Board of Directors	6-year term	December 31, 2022
Tom Kish - Citizen at Large	Economic Development Corp.	6-year term	December 31, 2022
Kevin Boxey - Community Group	Emergency Planning Committee/Emergency Management Advisory Council	2-year term	December 31, 2022
Cheryl Clark - Community Group	Emergency Planning Committee/Emergency Management Advisory Council	2-year term	December 31, 2022
Michael Hemmingsen	Emergency Planning Committee/Emergency Management Advisory Council	2-year term	December 31, 2022
Richard VanHaften	GLS-Region V Planning	1-year term	December 31, 2022
Ana Lerma	GLS Region V Planning	1-year term	December 31, 2022
Gary Roy	Senior Programs Advisory Board - District#1	2-year term	December 31, 2022
Walt Roseburgh	Senior Programs Advisory Board - District#2	2-year term	December 31, 2022
A. Wayne Bennett	Senior Programs Advisory Board - District#3	2-year term	December 31, 2022
Rick Warren	Senior Programs Advisory Board - District#4	2-year term	December 31, 2022
Bonnie Kavalunas	Senior Programs Advisory Board - District#5	2-year term	December 31, 2022
Vacant	Senior Programs Advisory Board - District#6	2-year term	December 31, 2022
Jeff Satkowski	Senior Programs Advisory Board - District#7	2-year term	December 31, 2022
Alan Pierce	Senior Programs Advisory Board - Member	2-year term	December 31, 2022
Roberta (Bonnie) Freeman	Senior Programs Advisory Board - Member	2-year term	December 31, 2022
Pat Arnaud	Senior Programs Advisory Board - Lapeer Center	2-year term	December 31, 2022
	Senior Programs Advisory Board - Imley City Center	2-year term	December 31, 2022

4

**DRAFT MOTIONS FROM THE
November 10, 2022
Committee of the Whole Meeting**

1. Motion by Henning, supported by Warren, to recommend to the Full Board, to authorize payment to Shifman Fournier, in the amount of \$1,920.00, for labor related legal services rendered through October 31, 2022, to be paid from line item 101-239-801.020. Motion carried.

2. Motion by Warren, supported by Henning, to recommend to the Full Board, to authorize Buildings and Grounds/Parks Department to immediately proceed with issuing a Request for Bids on behalf of the Lapeer County Sheriff's Department for Wrecker/Towing Services beginning in 2023, with a submission deadline of December 9, 2022 and report back to the Board with a recommendation. Motion carried.

3. Motion by Henning, supported by Schneider, to recommend to the Full Board, to have the discussion regarding the County Controller/Administrator position as an on-going agenda item for all meetings. Motion carried.

PROPOSED DRAFT MOTIONS
FROM THE
JUNE 30, 2022
ARPA COMMITTEE MEETING

- 1. Motion by Henning, supported by Warren, to recommend to the Full Board, pursuant to the recommendation of the ARPA Committee and in response to the impacts of the Covid-19 public health emergency, to authorize the Building & Grounds/Parks Department to issue RFP's for the paving/parking lot reconstruction projects (Animal Control building, Public Safety driveway, and the Health Department), with the bid deadline of August 2, 2022; and further, to give the August 4th Committee of the Whole meeting the authority to act on accepting the bids and entering into a contract with a recommended vendor in order to expedite said projects. Motion Carried.**

- 2. Motion by Henning, supported by Warren, to recommend to the Full Board, pursuant to the recommendation of the ARPA Committee and in response to the impacts of the Covid-19 public health emergency, to accept the quote from Thumb Communications Services for the purchase and installation of security cameras at the Health Department, at a cost not to exceed \$8,000, to be paid from Fund 281 (expenditure category 5.15). Motion Carried.**

- 3. Motion by Henning, supported by Warren, to recommend to the Full Board, pursuant to the recommendation of the ARPA Committee and in response to the Covid-19 public health emergency, to give the County Controller and Building and Grounds/Parks Director the authority to select and enter into a contract with a vendor to drill a new well at General Squier Park, at a cost not to exceed \$25,000, to be paid from Fund 281 (expenditure category 2.35). Motion Carried.**

DRAFT PERSONNEL MOTIONS
FROM THE NOVEMBER 10, 2022
PERSONNEL COMMITTEE MEETING

1. Motion by Zender, supported by Henning, to recommend to the Full Board to authorize the Sheriff's Department to fill one full-time Corrections position (#181), due to a recent resignation on 10/20/22, as well as any subsequent vacancy should an internal transfer occur, at no additional cost to the County's General Fund. Motion carried unanimously.
2. Motion by Zender, supported by Henning, to recommend to the Full Board to authorize the Sheriff's Department to fill one full-time Road Patrol Deputy position (#155), due to a recent resignation on 10/31/22, as well as any subsequent vacancy should an internal transfer or promotion occur, at no additional cost to the County's General Fund. Motion carried unanimously.
3. Motion by Zender, supported by Henning, to recommend to the Full Board to authorize the Health Department to fill the one full-time Clerk/Typist position (#284) due to a recent resignation, as well as any subsequent vacancy should an internal promotion or transfer occur, at no additional cost to the County's General Fund. Motion carried unanimously.
4. Motion by Zender, supported by Henning, to recommend to the Full Board to authorize 911 Central Dispatch to fill one full-time Communications Shift Supervisor position (#225) due to an anticipated retirement effective 12/31/22, as well as any subsequent vacancy should an internal promotion occur, at no additional cost to the County's General Fund. Motion carried unanimously.
5. Motion by Zender, supported by Henning, to recommend to the Full Board to authorize Community Mental Health to fill one regular part-time Peer Support position (#719) in the Children's Program due to a resignation effective 12/13/22, and any subsequent vacancy should an internal transfer or promotion occur, at no cost to the County's General Fund. Motion carried unanimously.
6. Motion by Zender, supported by Henning, to recommend to the Full Board to authorize Community Mental Health to fill one regular part-time ABA Technician position (#710) in the Autism Benefits Program, which has been vacant more than 6 months, and any subsequent vacancy should an internal transfer occur, at no cost to the County's General Fund. Motion carried unanimously.

- 7. Motion by Zender, supported by Henning, to recommend to the Full Board to authorize Community Mental Health to fill one full-time ABA Technician position (#383) in the Autism Benefit Program due to a recent resignation effective 11/21/22, as well as any subsequent vacancy should an internal transfer or promotion occur, at no cost to the County's General Fund. Motion carried unanimously.**

- 8. Motion by Zender, supported by Henning, to recommend to the Full Board to authorize Community Mental Health to fill one full-time Master Level Therapist position (#526) in the Triage/MICCS Program that has been vacant for longer than 6-months, as well as any subsequent vacancy should an internal transfer or promotion occur, at cost to the County's General Fund. Motion carried unanimously.**

- 9. Motion by Zender, supported by Henning, to recommend to the Full Board to authorize the Finance Department to post the Assistant Finance Officer position, in order to explore various options for filling the position such as part-time, contractual, temporary, or full-time and report back to the Committee, at no additional cost to the County's General Fund. Motion carried unanimously.**