



Lapeer County Board of Commissioners

255 Clay Street, Suite 301
Lapeer, Michigan 48446
Phone: (810) 667-0366
Fax: (810) 667-0369
www.lapeercountyweb.org

COMMITTEE OF THE WHOLE

****COMMISSION CHAMBERS****

July 21, 2022

9:00 A.M.

A-G-E-N-D-A

****Attendance Roll Call; Opening Prayer; and Pledge of Allegiance***

- 1) **CONSIDERATION OF THE DRAFT MINUTES FROM THE JUNE 23, 2022 COMMITTEE OF THE WHOLE MEETING**
and
REVIEW OF OVERNIGHT TRAVEL REQUESTS, GRANT APPLICATIONS AND BUDGET AMENDMENTS *(distributed and reviewed throughout the meeting)*
and
DEPARTMENT HEAD UPDATES – (As needed, No Action Required)
- 2) **PUBLIC TIME – Citizens Comments, etc.**
- 3) **MENTAL HEALTH BOARD APPOINTMENT-** Referred from July 14th Full Board
- 4) **ORV ORDINANCE-** Referred from July 14th Full Board
- 5) **PROPOSED RESOLUTION-** Referred from July 14th Full Board
- 6) **SHERIFF'S DEPARTMENT-**
 - A. Request to Approve Contract for a Credit Card Machine
 - B. Request to Approve the Updated Work Release Program Rules
- 7) **COMMUNITY MENTAL HEALTH-** Budget Amendment
- 8) **ADMINISTRATION/FINANCE**
 - A. Request Authorization to pay the FY 2022-2023 MAC Dues
 - B. Request Authorization to pay the Howard Shifman Bill
- 9) **PUBLIC TIME-** Citizens Comments, etc.
- 10) **CLOSED SESSION**
ADJOURN -

Upcoming Meetings/Public Hearings/Events:

NEXT FULL BOARD MEETING – 07/28/2022

NEXT C.O.W MEETING – 08/04/22

FOLLOWING FULL BOARD – 08/11/2022

Personnel Committee Meeting – 07/21/2022

Following Tentative Personnel Meeting – 08/04/2022

Tentative Properties Meeting- 07/21/2022

COMMITTEE OF THE WHOLE

June 23, 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: Commissioners Bryan Zender, Dyle Henning, Rick Warren, Brendan Miller*, Linda M. Jarvis, Gary Roy

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

Absent: Commissioner Lenny Schneider

Motion by Warren, supported by Zender, to approve the minutes from the June 9, 2022 Committee of the Whole Meeting. Motion carried.

Elected Official/Department Head Updates

Undersheriff Howe gave a brief update regarding recent Department statistics.

Public Time – three people spoke during public time.

*Commissioner Miller arrived. 9:09 a.m.

Sam Moore of the Lapeer Development Corporation gave a presentation.

Motion by Warren, supported by Miller, to recommend to the Full Board, pursuant to the recommendations of the American Rescue Plan Act Committee (ARPA) and in response to the Covid-19 public health emergency, to accept the proposal from Merit Network, for the Broadband Survey, Pre-Engineering, and Feasibility Study, at a cost no to exceed \$225,000.00, to be paid from fund 281 (expenditure category 5.16). Motion carried.

Public Time – four people spoke during public time.

The Commissioners gave brief reports on upcoming meetings and events.

The meeting adjourned. 10:10 a.m.

Dyle Henning, Vice-Chairman
Committee of the Whole

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DATE: JULY 14, 2022

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: BOARD OF COMMISSIONERS

FROM:

SUMMARY OF REQUEST / INFORMATION: Request to amend the ORV Ordinance to incorporate the Road Commissions motion to open Roads

ADDITIONAL INFORMATION:

CONTACT PERSON(S):

BACKGROUND INFORMATION: The Road Commission Board passed a motion to open Daley Rd and Lum Rd. from Fish Lake to Lake Pleasant on May 27, 2015

SUPPORTING DOCUMENTS: ORV Ordinance and Minutes from Road Commission

DRAFT MOTION:

Motion by _____, Supported by _____, to amend the County of Lapeer Off Road Vehicle Ordinance to open Lum Road, Daley Road, and Bearinger Road from Fish Lake to Lake Pleasant.

ATTACHMENTS YES XXX NO _____

COUNTY OF LAPEER

OFF ROAD VEHICLE ORDINANCE

An ordinance adopted to authorize and regulate the operation of OFF-ROAD VEHICLE'S by the County of Lapeer Board of Commissioners on May 6, 2014. By adopting said ordinance in its entirety for the purpose of promoting the health, safety, and general welfare of the inhabitants of Lapeer County; and for the purpose of authorizing and regulating the operation of off-road vehicles (ORVs) on roads in Lapeer County, for the purpose of providing penalties for the violation thereof, and for the distribution of public funds resulting from those penalties pursuant to 2011PA 107, MCL 324.81131.

THE COUNTY OF LAPEER ORDAINS:

Section 1. As used in this ordinance, the following definitions shall apply:

- a) "County" means the County of Lapeer.
- b) "Driver license" means an operator's or chauffeur's license or permit issued to an individual by the Secretary of State under chapter III of the Michigan vehicle code, 1949 PA 300, MCL 257.301 to 257.329, for that individual to operate a vehicle, whether or not conditions are attached to the license or permit.
- c) "Operate" means to ride in or on, and be in actual physical control of the operation of an ORV.
- d) "Operator" means a person who operates or is in actual physical control of the operation of an ORV.
- e) "ORV" means a motor driven off road recreation vehicle capable of cross-country travel without benefit of a road or trail, on or immediately over land, snow, ice, marsh, swampland, or other natural terrain. ORV or vehicle includes, but is not limited to, a multitrack or multi wheel drive vehicle, an ATV, a motorcycle or related 2-wheel, 3-wheel, or 4-wheel vehicle, an amphibious machine, a ground effect air cushion vehicle, or other means of transportation deriving motive power from a source other than muscle or wind. ORV or vehicle does not include a registered snowmobile, a farm vehicle being used for farming, a vehicle used for military, fire, emergency, or law enforcement purposes, a vehicle owned and operated by a utility company or an oil or gas company when performing maintenance on its facilities or on property over which it has an easement, a construction or logging vehicle used in performance of its common function, or a registered aircraft.
- f) "Road" means a county primary road or county local road as described in section 5 of 1951 PA 1951, MCL 247.655.
- g) "Road Commission" means the Board of County Road Commissioners for the County of Lapeer.

Commissioners for the County of Lapeer.

- i) "Street" means a city or village major street or village local street as described in section 9 of 1951PA 51, MCL 247.659.
- i) "Township" means an individual township within the County of Lapeer.
- j) "Township board" means a board of trustees of any township within the County of Lapeer.

h) " **Section 2.** An ORV may be Operated on the far right of the maintained portion of a road within the County with these exceptions:

- a) In the event that either the Road Commission has designated as CLOSED, or in the event a Township has adopted an Ordinance which CLOSED and posted, certain road(s) to ORV use, pursuant to MCL 324.81131(4), operation otherwise permitted under this Ordinance shall not be considered authorized, with respect to such closed road(s).
- b) This Ordinance is not intended to authorize the operation of an ORV on a road, street or highway which is under jurisdiction of a municipality, nor upon a State or Federal Trunkline Highway within the County. An ORV may NOT be operated upon M-24 (commonly known as Lapeer Road), M-5-3 (commonly known as VanDyke Road), I-69, or M-90.
- c) This Ordinance is not intended to authorize the operation of an ORV on a street or road in a platted residential subdivision, however allowing ingress and egress to a destination or first Secondary road is permitted, unless prohibited in subsection 2b above.
- d) This Ordinance is not intended to authorize the operation of an ORV on a street, road or highway which is under jurisdiction of a City or Village.

Section 3. The Road Commission may close no more than 30% of the total linear miles of roads in the County to protect the environment or if the operation of ORVs pose a particular and demonstrable threat to public safety. The Road Commission may not close a municipal street to ORVs opened under MCL 324.81131 subsection 5.

Section 4. An ORV may not be operated on the road surface, roadway, shoulder or right-of way of any state or federal highway In the County.

Section 5. Except as set forth herein or otherwise provided by law, an ORV meeting all of the following conditions may be operated on a road or street in the County:

- a) At a speed of no more than 25 miles per hour or a lower posted ORV speed limit.
- b) By a person not less than 16 years of age, as long as any such person is in possession of a valid driver license.
- c) With the flow of traffic.
- d) In a manner which does not interfere with traffic on the road or street.
- e) Traveling single file except when overtaking and passing another ORV.
- f) When visibility is not substantially reduced due to weather conditions.
- g) While displaying a lighted headlight and lighted taillight at all hours.
- h) While the operator and each passenger is wearing a crash helmet and protective eyewear approved by the United States Department of Transportation unless the vehicle is equipped with a roof that meets or exceeds standards for a crash helmet and the operator and each passenger is wearing a properly adjusted and fastened seat belt.
- i) With a throttle so designed that when the pressure used to advance the throttle is removed, the engine speed will immediately and automatically return to idle.
- j) While the ORV is equipped with a spark arrester type United States Forest Service approved muffler in good working order and in constant operation.
- k) Pursuant to noise emission standards defined by law.

Section 6. Unless a person has reached the age of 16 years and possesses a valid driver's license, a person shall not operate an ORV on a Road or Street in the County.

Section 7. The Road Commission, the County Board of Commissioners, and the County are immune from tort liability for injuries or damages sustained by any person arising in any way out of the operation or use of an ORV on maintained or unmaintained roads, streets, shoulders, and rights-of-way over which the Road Commission or the County Board of Commissioners has jurisdiction.

Section 8. In a court action in this state, if competent evidence demonstrates that a vehicle that is permitted to operate on a road or street pursuant to the code was in a collision with an ORV required to be operated on the far right of the maintained portion of a road or street pursuant to this ordinance, the operator of the ORV shall be considered prima facie negligent.

Section 9. Any person who violates this Ordinance is guilty of a municipal civil infraction and may be ordered to pay a civil fine of not more than \$500.00.

Section 10. In addition to the penalties under Section 9 of this Ordinance, a court may order a person who causes damage to the environment, a road or other property as a result of the operation of an ORV to pay full restitution for that damage above and beyond the penalties paid for civil fines.

Section 11, The County Treasurer shall deposit all fines and damages collected under this ordinance into a fund to be designated as the ORV fund. The County Board of Commissioners shall appropriate revenue in the ORV fund as specified in MCL 324.81131(18);

- a) Fifty percent to the Road Commission for repairing damage to roads and the environment that may have been caused by ORVs, and for posting signs indicating ORV speed limits, or indicating whether roads are opened or closed to the operation of ORVs.
- b) Fifty percent to the County Sheriff for ORV enforcement and training.

Section 12. The following is a list of ORV Restricted Roads within Lapeer County provided by the Lapeer County Road Commission:

Lapeer County Road Commission				
ORV Restricted Roads				
TOWNSHIP	ROAD	CROSSROAD 1-	CROSSROAD2	NOTES
Almont	Almont	Kidder	Mackie	
Almont	Dryden	Bishop	M-53	
Almont	General Squier	Bishop	W. Village Limits	
Arcadia	Bearinger	Daley	Lum	
Arcadia	Bowers	Five Lakes	Lake Pleasant	
Arcadia	Daley	Five Lakes	Bearinger	
Arcadia	Lake Pleasant	Bowers	Clear Lake	
Arcadia	Lum	Bearinger	Lake Pleasant	
Attica	Imlay City	Five Lakes	Summers	
Attica	Lake Pleasant	Sutton	Bowers	
Attica	Newark	Five Lakes	Summers	
Attica	Sutton	Lake Pleasant	Rochester	
Deerfield	Burnside	Fish Lake	Five Lakes	
Deerfield	Columbiaville	Lonsberry	M-24	
Deerfield	Fish Lake	Norway Lake	Burnside	
Dryden	Dryden	Thornville	Bishop	Excl. Village of Dryden
Dryden	General Squier	Rochester	Bishop	
Dryden	Rochester	Bordman	Sutton	
Elba	Davison	W. County Line	Lake Nepessing	
Elba	Elba	1-69	Oregon	

Elba	Genesee	W. County Line'	Hayes	
Elba	Gray	Davison	Oregon	
Elba	Hayes	Genesee	Davison	
Elba	Lake Nepessing	Hunt	Davison	
Hadley	Brocker	Hadley	Baldwin	
Hadley	Hadley	Sawmill Lake	Stewart	
Hadley	Hegel	Washburn	Hadley	
Hadley	Pratt	Washburn	Baldwin	
Imlay	Imlay City	summers	Cade	Excl. Imlay City
Imlay	Newark	Summers	Blacks Corners	
Lapeer	Baldwin	Sutton	Lapeer City Limits	
Lapeer	Imlay City	Myers	Five Lakes	
Lapeer	Myers	Imlay City, .	Bowers	
Lapeer	Newark	M-24	Five Lakes	
Lapeer	Turrill	M-2.4	Clark	
Lapeer	Wilder	Newark	Bowers	
Marathon	Columbiaville	Washburn	Lonsberry	Excl. V. of Columbiaville
Marathon	Marathon	Oregon Twp. Line	Levalley	
Marathon	North Lake	Columbiaville	Sister Lake	
Mayfield	Bowers	'Lapeer City Limits	Five Lakes	
Mayfield	Daley	M-24	Five Lakes	
Mayfield	Davis Lake	Millville	Saginaw	
Mayfield	Fish Lake	Haines	Norway Lake	
Mayfield	Millville	Oregon	Bronson Lake	
Mayfield	Oregon	Millville	Suncrest	
Mayfield	Saginaw	Lapeer City Limits	M-24	
Metamora	Baldwin	Davison Lake	Sutton	
Metamora	Dryden	M-24	Thornville	Excl. V. of Metamora
Metamora	Pratt	Baldwin	M-24	
North Branch	Burnside	Five Lakes	Summers	
North Branch	Lake Pleasant	Clear Lake	Burnside	
Oregon	Bronson Lake	Marathon	Millville	
Oregon	Elba	Oregon	Coldwater	
Oregon	Gray	Oregon	Bronson Lake	
Oregon	Marathon	Klam	Marathon Twp. Line	

Section 13. Should a portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

Section 14. This ordinance supersedes and/or repeals any OFF-ROAD VEHICLE ORDINANCE adopted prior to the date of the adoption of this ORDINANCE.

Section 15. This ordinance becomes effective after publication and expiration of the time prescribed by law.

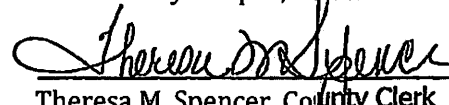
This Ordinance is hereby adopted by action of the Board of Commissioners of Lapeer County on this 3rd day of April, 2014.



Gary Roy, Chairman
Lapeer County Board of Commissioners

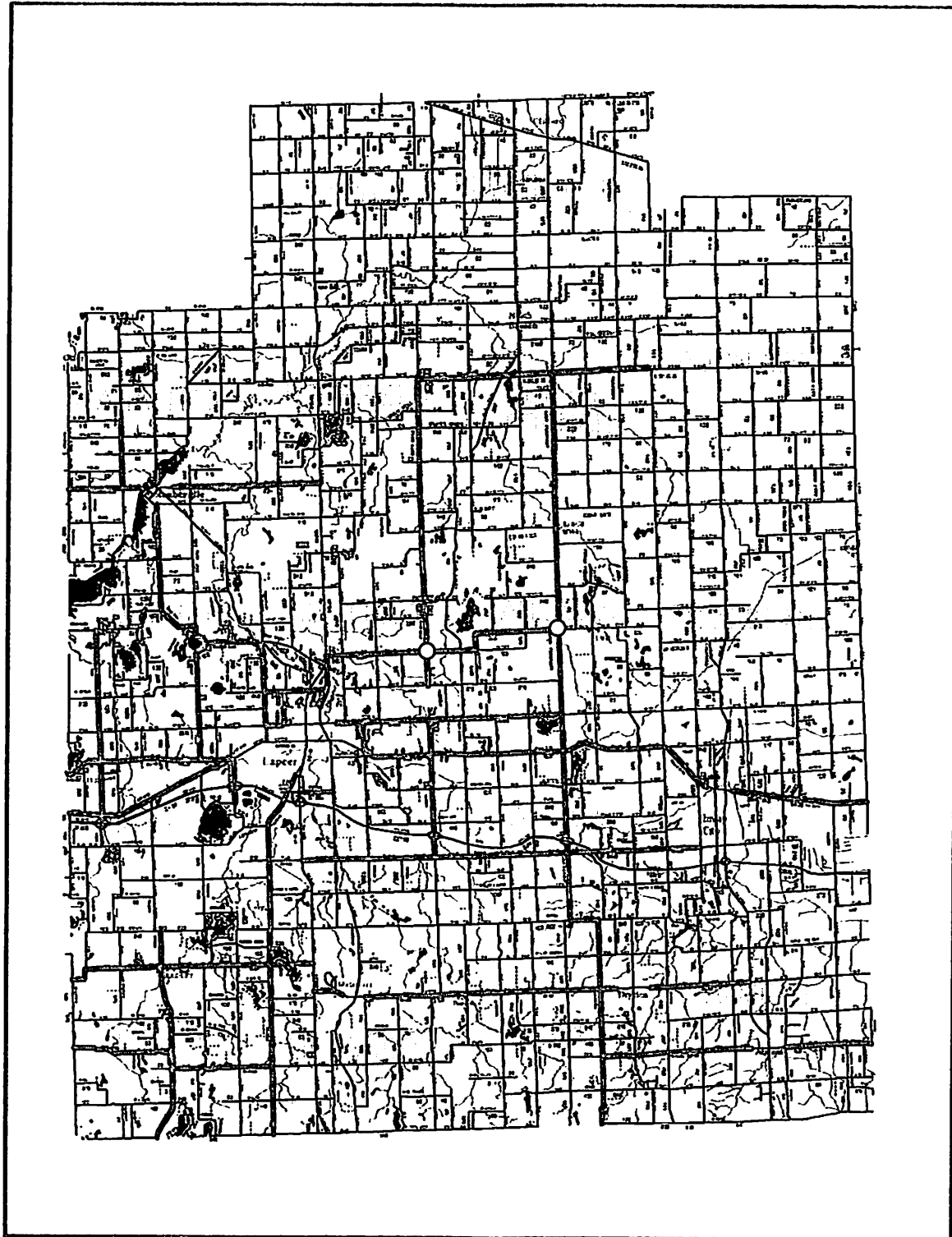
CERTIFICATION

I, Theresa M. Spencer, Clerk- of the Board for the County of Lapeer, Michigan, do hereby certify that this is a true and correct copy of the Ordinance duly adopted by the Lapeer County Board of Commissioners on the 3rd day of April, 2014.



Theresa M. Spencer, County Clerk
Lapeer County Clerk

ORV Restricted Roads



Lapeer County Road Commission

489 014 154303 Mayfield Road from Angle Road to Plum Creek Road. Crush Shape and Pave. Estimated Cost: \$152,608.42 Township

504 014 154320 Dust Control/Road Maintenance/Up to 4 Applications. Estimated Cost: \$8,601.84 Township
Motion carried.

052715-093

Motion by Mr. Hemmingsen, seconded by Mr. Duckert to approve the following project:

Village of Almont

505 000 159007 Paving 775 of Howland Road in the Village Limits, Estimated Cost: \$16,255.80 Village

Motion carried.

MANAGER'S REPORT

Mr. Pearson stated that a Medical Leave Act Policy had been drafted as the current Act was contained in the labor contracts and was difficult to revise when needed.

052715-094

Motion by Mr. Hemmingsen, seconded by Mr. Duckert to approve the Medical Leave Act Policy. Motion carried.

Mr. Pearson stated that Mr. Gary Roy had requested that the Road Commission consider removing the ORV restriction on Lum/Daley Roads from Lake Pleasant Road to Fish Lake Road. Discussion ensued.

052715-095

Motion by Mr. Duckert, seconded by Mr. Hemmingsen that the Lapeer County Road Commission recommends removing the ORV restriction on Lum Road/Daley Road from Lake Pleasant Road to Fish Lake Road. Motion carried.

Mr. Pearson explained that gravel haul has begun in North Branch again and most roads are being graded and brined.

ENGINEERING REPORT

Mr. Doyle gave an update on the roundabout project, and stated that it was ahead of schedule and under budget. Mr. Doyle stated that there is a chance it may open by end of next week.

Mr. Doyle went on to state that Bronson Lake is almost wrapped up and Lake Pleasant Road will be crushed next Wednesday. The detour on this project needed to be altered due to the water line project.

Mr. Doyle updated the Board on the Hunters Creek Church abandonment request and stated that most of the paperwork had been filed.

Mr. Doyle reported that he had attended the Metamora Planning Commission meeting regarding the Merritt Lake Drive issue and stated that it was suggested that the weight restrictions be lifted and a bond put on the road. Mr. Doyle explained that this is difficult to do with a cracked up road. The planning Commission left it up to the Township and the Township wants the Road Commission to take care of the bond issuance.

6A

DATE: June 30, 2022

XREQUEST FOR ACTION

____FOR YOUR INFORMATION

____REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: To have a credit card machine at the Sheriff's Office for the convenience of the public.

BACKGROUND INFORMATION: The Sheriff's office would like to begin using a credit card machine in the Records Department for the public. The contract would be with Allpaid. A monthly check would be provided to the Sheriff's office for easy of accurate revenue recording. Any costs or fees from using the machine will be absorbed by the credit card holder. The contract has been reviewed and approved by Corporate Counsel.

CONTACT PERSON(S): Lt. Steve Beebe / Undersheriff Jeremy Howe

SUPPORTING DOCUMENTS: Copy of the contract

DRAFT MOTION:

Motion by _____, supported by _____, to approve the contract agreement between the Lapeer County Sheriff's Office and Allpaid for use of a credit card machine.

ATTACHMENTS YES x NO

Allpaid Contract

John Miller

Tue 6/28/2022 3:48 PM

To: Steve Beebe <sbeebe@lapeercounty.org>;

Lt. Beebe,

I have had an opportunity to review the Allpaid contract. I see no issues to moving forward with entering it.

Regards,



JOHN D. MILLER
Lapeer County Prosecuting Attorney
255 Clay Street, County Court Complex Building
Lapeer, Michigan 48446

PRIVILEGED AND CONFIDENTIAL – ATTORNEY CLIENT COMMUNICATION

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AAAAAEX7C7XX

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London: +44 330 822 0103
Singapore: +65 3158 6507
Australia: +61 284 172 358

From:	Steve Beebe
Envelope Subject:	AllPaid Agreement - Lapeer Co Sheriff MI - PA #8109 & Banking Worksheet
Attachments to Fax:	
Envelope ID:	89fc9450-69fc-4409-8790-b8e59cec4705
Sender Account Name:	Government Payment Service, Inc.
Number of Pages: (Including cover page)	_____

DocuSign Customer Support: <https://support.docusign.com>

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AAAAAEX7C7XX

PARTICIPATION AGREEMENT

LAPEER COUNTY SHERIFFS DEPARTMENT
3231 JOHN CONLEY DRIVE
LAPEER, MI 48446-2987

AllPaid, Inc. ("AllPaid")
7820 Innovation Boulevard, Suite 250
Indianapolis, Indiana 46278
Phone: (866) 564-0169
Facsimile: (888) 665-4755
Email: accountservices@allpaid.com

1. Services; Agency Appointment and Effect. The above-named entity ("Participant") and AllPaid agree that AllPaid is to act as Participant's agent for the limited purpose of receiving payments from Payers on Participant's behalf and Participant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Participant, extinguishing the Payer's payment obligation to Participant (in the amount paid by the Payer) as if the Payer had paid Participant directly, subject to any right Participant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Participant for Payer funds if AllPaid fails to remit funds to Participant from Payers using AllPaid's services and AllPaid accepts such appointment subject to any conditions and limitations in this Participation Agreement and any attachments hereto ("Agreement"). AllPaid shall provide Participant with training, documentation, and electronic and telephonic support at AllPaid's expense. AllPaid shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization. AllPaid shall provide Participant with participation procedures that Participant must follow in using AllPaid's payment services.

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement ("Effective Date") and shall continue for three years, automatically renewing for additional one-year periods commencing on the third anniversary of the Effective Date. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days' written notice to AllPaid; (ii) by AllPaid upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Fees. AllPaid shall collect the Service Fees shown in Attachment "A" based on type of payment processed from the Payer or from Participant, as Participant specifies to AllPaid, on behalf of Participant, retaining such Service Fees as its sole compensation. Participant may select any or all of the payment types available as follows:

- For cash bail/bond payments, "Service Fee Schedule for Bail Payments" applies.
- For criminal justice-related payments, such as fees for probation management, electronic monitoring, work release, restitution, or other payments associated with reducing or avoiding a term of incarceration, "Service Fee Schedule for Criminal Justice-Related Payments" applies.
- For payment of civil fines or fees, "Service Fee Schedule for Civil Fines and Payments" applies.

AllPaid will apply its then-current Service Fee to the payment types Participant has selected for processing under this Agreement. AllPaid may modify any or all Service Fees at its sole option, providing Participant with 30 days' advance written notice. **ALL SERVICE FEES ARE NON-REFUNDABLE.** AllPaid reserves the right to charge Participant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree upon.

4. Disputes and Chargebacks. AllPaid shall be responsible for handling all transaction disputes associated with Payers' use of cards to make payments to Participant through AllPaid. Further, AllPaid shall be responsible for all chargebacks initiated not more than 180 days after the transaction. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Participant to provide reasonable assistance in any challenge AllPaid makes to the chargeback. AllPaid reserves the right to adjust

service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. AllPaid further warrants that during the performance of this Agreement, AllPaid (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with then-current PCI DSS requirements, will maintain proper security and responsibility for Payer data while it is in AllPaid's possession, all at AllPaid's sole cost. Participant further warrants that Participant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

6. Indemnification and Disclaimers. AllPaid shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from AllPaid's performance under this Agreement. **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OF PAYER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID. ALLPAID LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. ALLPAID IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH ALLPAID DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, ALLPAID DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE**

POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.

7. Independent Contractor. AllPaid shall provide all services to Participant as an independent contractor. Other than the limited agency of AllPaid to accept payments for Participant, nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

8. Taxes. AllPaid shall be responsible for the payment of all taxes legally imposed upon its services.

9. Notices. All legal notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to AllPaid, note "Attention: Account Services"). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

10. SERVICE CHANGES: Participant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Participant's behalf (per the fees and conditions in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize AllPaid to accept additional types of payments, (ii) cancel the processing through AllPaid of any types of payments, (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, *GovSwipe*®, etc.), (iv) modify the account(s) to which AllPaid shall direct payments to Participant, or (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any AllPaid services and equipment by specifying all such changes to AllPaid in writing. Any such changes will be subject to AllPaid acknowledgment and acceptance in writing and any verification process AllPaid may require. For purposes of this subsection only, "in

writing" shall mean via letter, facsimile, or email (if to AllPaid, to accounts@allpaid.com). AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

11. GovSwipe. AllPaid will provide Participants that select *GovSwipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Participant understands that AllPaid card readers are embedded with proprietary technology ("Firmware"). AllPaid grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at AllPaid's option, Participant will allow AllPaid and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *GovSwipe* are designed to communicate Payer data to AllPaid through Participant's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for transaction processing via *GovSwipe* and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. AllPaid shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind. AllPaid is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as AllPaid deems appropriate. Upon termination of the Agreement,

AllPaid may require Participant to return card readers at AllPaid's expense and by such method as AllPaid specifies.

12. Miscellaneous. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state in which Participant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Participant is located. Any waiver must be in writing and signed by the party to be charged and a waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

13. Completeness. This Agreement including its authorized attachment(s) is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that AllPaid may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and AllPaid provides prompt notice to Participant of such change(s) and may modify fees per Section 3.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

14. **Execution.** This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax

or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

LAPEER COUNTY SHERIFFS DEPARTMENT

ALLPAID, INC.

By: Steve Beebe
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

allpaid

ATTACHMENT "A" – SERVICE FEES

Service Fees may be the responsibility of Payer, Participant, or shared by Payer and Participant. Unless Participant advises AllPaid otherwise, Participant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise AllPaid in writing using the method specified in section 9. For any Service Fees Participant elects to pay, AllPaid will debit Participant's account for Participant's share of the Service Fee in accordance with the terms of the debit authorization form AllPaid provides. Participant must allow AllPaid 30 days to make any changes Participant requests to the Service Fee responsibility.

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for Cash Bail Payments	
5.0%	
<i>Cardholders posting cash bail online may attempt transactions of up to \$50,000</i>	
<i>Cardholders posting cash bail via Call Center/Live Agent may attempt transactions of up to \$10,000.</i>	
<i>There is no additional charge for Call Center/Live Agent assistance for cash bail postings.</i>	

Service Fee Schedule for Criminal Justice-Related Payments	
Service Fee for Payments via Web/Gov\$wipe®	Service Fee for Payments via Call Center/Live Agent
3.00% <i>Minimum Fee = \$3.00</i>	4.50% <i>Minimum Fee = \$4.50</i>

Service Fee Schedule for Civil Fines and Payments							
Transaction Range			Service Fee	Transaction Range			Service Fee
\$0.01	>	\$50.00	\$1.75	\$100.01	>	\$150.00	\$5.75
\$50.01	>	\$75.00	\$2.00	\$150.01	>	\$200.00	\$7.25
\$75.01	>	\$100.00	\$3.75	For each additional increment of \$50.00, or portion thereof, add \$2.00			
Add \$2.50 to each fee amount for use of operator assistance to process a payment.							



Electronic Banking Worksheet

(Complete the following for each payment type)

Agency Name:		State:	
Agency Contact Name:			
Agency Phone Number:			
Agency Email:			
Federal Employee Identification Number:			
Payment Type:		PLC #:	
Bank Name:			
Bank ABA Routing Number:			
* A letter from your bank with electronic payment instructions is required to set-up your account			
Bank Account Number:			
Bank Contact Name:			
Bank Phone Number:			
Bank Account Name:		Account Type:	

*Checking or Savings

Allpaid uses a bank verification process as part of our compliance process. We will contact you and verify the information above and send a nominal amount to the provided banking information.

6B

DATE: June 30, 2022

XREQUEST FOR ACTION

____FOR YOUR INFORMATION

____REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: Lapeer County Sheriff's Office

SUMMARY OF REQUEST / INFORMATION: To update the work release program at the Lapeer County Sheriff Office under the new rules.

BACKGROUND INFORMATION: The Sheriff's office would like to update the work release program under the new criteria. MCL's and legislature have dicatate changes be made. The Sheriff's Office will now be charging \$35/day per inmate who is approved and uses work release. The new agreement for the Sheriff's office has been reviewed and approved by Corporate Counsel.

CONTACT PERSON(S): Lt. Steve Beebe / Undersheriff Jeremy Howe

SUPPORTING DOCUMENTS: Copy of the contract

DRAFT MOTION:

Motion by _____, supported by _____, to approve the new agreement between the Lapeer County Sheriff's Office and inmates wanting to have work release.

ATTACHMENTS YES x NO

LAPEER COUNTY SHERIFF'S OFFICE

WORK RELEASE RULES

IN ADDITION TO THE JAIL RULES AND REGULATIONS

WORK RELEASE INMATES MUST COMPLY WITH THE FOLLOWING:

1. ATTENDANCE AT DESIGNATED WORK SITE IS MANDATORY. YOU WILL NOT CHANGE JOBS OR SEEK OTHER EMPLOYMENT WITHOUT PRIOR APPROVAL OF A CORRECTIONS SERGEANT.
2. YOU MUST GO DIRECTLY TO AND RETURN DIRECTLY FROM YOUR WORK SITE TO THE SHERIFF'S OFFICE
3. IF RELEASED EARLY FROM WORK- YOU MUST RETURN DIRECTLY TO THE SHERIFF'S OFFICE
4. WHEN YOU RETURN FROM WORK, DO NOT LOITER IN THE PARKING LOT. YOU MUST REPORT IMMEDIATELY TO THE JAIL WORK RELEASE ENTRANCE.
5. YOU WILL NOT USE OR POSSESS ALCOHOL, INTOXICANTS OR CONTROLLED SUBSTANCES DURING THE TIME YOU ARE SENTENCED TO JAIL. THIS INCLUDES NON-PRESCRIPTION COUGH MEDICINE THAT MAY CONTAIN ALCOHOL. (THE ONLY EXCEPTION WOULD BE PRESCRIPTION MEDICATIONS PRESCRIBED BY YOUR PHYSICIAN AND APPROVED BY THE JAIL DOCTOR.) IF YOU ARE ON MEDICATIONS AT THE TIME OF INTAKE YOU MUST INFORM A CORRECTIONS OFFICER, SO THEY CAN BE APPROVED BY THE JAIL DOCTOR. SOME MEDICATIONS ARE NOT ALLOWED.
6. YOU MUST NOTIFY A CORRECTIONS OFFICER IMMEDIATELY OF ANY CHANGE IN YOUR WORK SCHEDULE. EXAMPLES: HOLIDAYS, LAY-OFF, SHIFT CHANGE ETC.
7. YOUR WORK RELEASE PAYMENT MUST BE PAID BY SATURDAY AT 11:59 P.M. OR YOU WILL NOT BE RELEASED ON THE FOLLOWING MONDAY. A LATE FEE OF \$20.00 WILL ALSO BE APPLIED FOR EVERY WEEK YOU ARE BEHIND.
8. YOU MUST SUBMIT TO A SEARCH UPON YOUR RETURN TO JAIL. THE LAPEER COUNTY JAIL STAFF IS ORDERED TO STRIP SEARCH ALL WORK RELEASE PARTICIPANTS UPON ENTERING THE FACILITY. VEHICLES USED TO TRANSPORT INMATES BACK AND FORTH TO THE JOB SITES SHALL ALSO BE SUBJECT TO SEARCH AT ANY TIME FOR ANY REASON.
9. YOU MUST SUBMIT TO A BREATH TEST OR URINE TEST IF REQUESTED BY STAFF AT ANY TIME AND PAY FOR SUCH TESTING. IF YOU FAIL TO GIVE A SAMPLE WITHIN TWO HOURS OF REQUESTED TO PROVIDE ONE, YOUR REFUSAL WILL BE THE SAME AS A POSITIVE TEST. FAILURE OR REFUSAL TO SUBMIT TO SUCH TESTING OR TAMPERING WITH A TEST WILL BE CONSIDERED THE SAME AS A POSITIVE TEST AND YOU WILL BE IMMEDIATELY TAKEN OFF THE WORK RELEASE PROGRAM. YOU WILL BE WRITTEN UP AND A COPY OF THE REPORT SENT TO YOUR PROBATION OFFICER.
10. NO OVERTIME WILL BE ALLOWED ON SUNDAYS UNLESS AUTHORIZED BY THE COURT.
11. DO NOT BRING CIGARETTES, LIGHTERS, MONEY OVER \$5.00 OR ITEMS OF VALUE BACK TO THE JAIL. THE JAIL WILL NOT BE RESPONSIBLE FOR LOST OR STOLEN ITEMS. ALL CASH MUST BE DEPOSITED THROUGH THE APPROVED KIOSK AND/OR ONLINE SERVICE (EXPRESSACCOUNTS.COM). FAMILY MEMBERS MAY MAKE DEPOSITS ON YOUR BEHALF.
12. DO NOT ATTEMPT TO SMUGGLE CONTRABAND INTO THE JAIL. IF CAUGHT ATTEMPTING TO SMUGGLE IN JAIL CONTRABAND OR CAUGHT WITH JAIL CONTRABAND, YOU CAN BE CRIMINALLY CHARGED.
13. UNLESS SPECIFIED BY THE COURT, THE MAXIMUM HOURS YOU CAN WORK IS TEN (10) HOURS PER DAY PLUS TRAVEL TIME. THE MAXIMUM NUMBER OF DAYS YOU CAN WORK IS SIX (6) DAYS A WEEK. THE MAXIMUM PERIOD OF TIME AWAY FROM LAPEER COUNTY JAIL IS 12 HOURS.

14. IF YOU HAVE ANY PENDING CHARGES OR ARE ON BOND FOR CHARGES- YOU MUST BRING THIS TO THE ATTENTION OF A CORRECTIONS OFFICER.
15. DO NOT VIOLATE ANY LOCAL, STATE, OR FEDERAL LAW WHILE ON THE WORK RELEASE PROGRAM.
16. YOU MAY NOT WORK ANY OF THE FOLLOWING HOLIDAYS: CHRISTMAS, NEW YEARS DAY, EASTER, THANKSGIVING, MEMORIAL DAY, FOURTH OF JULY AND LABOR DAY.
17. IF YOU ARE UNABLE TO WORK DUE TO ILLNESS YOU MUST NOTIFY THE SHIFT SUPERVISOR AND/OR NURSING STAFF. IF YOU GET HURT AT WORK, YOU AND YOUR SUPERVISOR MUST NOTIFY A JAIL SUPERVISOR AND THE NURSING STAFF UPON YOUR ARRIVING BACK TO THE FACILITY.
18. IF YOU NEED TO SCHEDULE A MEDICAL AND/OR DENTAL APPOINTMENT, YOU MUST GET PRIOR APPROVAL FROM THE SHERIFF, JAIL LIEUTENANT, OR HIS DESIGNEE.

FINANCIAL:

ALL INMATES SENTENCED TO WEEKENDS WITH WORK RELEASE SHALL BE CHARGED \$40.00 FOR EACH CALENDAR DAY IN CUSTODY.

ALL INMATES SENTENCED TO WORK RELEASE STATUS SHALL PAY WORK RELEASE FEES TO LAPEER COUNTY BASED ON THE FOLLOWING SCHEDULE:

\$35.00 A DAY = \$245.00 A WEEK

YOU ARE REQUIRED TO PAY \$245.00 FOR THE FIRST WEEK OF WORK RELEASE WITH CASH OR A CERTIFIED CHECK. IN THE FOLLOWING WEEKS YOU MUST PAY \$245.00 PRIOR TO THE START OF EACH WEEK. THE MONEY WILL BE DEPOSITED INTO YOUR INMATE TRUST FUND ACCOUNT.

IF YOU SPEND ANY DAYS IN JAIL PRIOR TO BEING APPROVED FOR WORK RELEASE YOU WILL BE BILLED FOR THOSE DAYS AFTER YOU ARE RELEASED FROM THE LAPEER COUNTY JAIL.

ANY MONEY DEPOSITED FOR WORK RELEASE WILL NOT BE REFUNDED IF REMOVED FROM THE WORK RELEASE PROGRAM FOR ANY REASON.

TETHER:

YOU MUST WEAR A TETHER TO BE ELIGIBLE FOR WORK RELEASE. THE TETHER WILL BE INSTALLED BY LAPEER COUNTY COMMUNITY CORRECTIONS. FEES FOR THE TETHER WILL BE HANDLED BY COMMUNITY CORRECTIONS OR PAID TO THEM DIRECTLY.

TRANSPORTATION:

TRANSPORTATION TO AND FROM WORK IS SOLELY YOUR RESPONSIBILITY. IF YOU ARE DRIVING A VEHICLE, YOU MUST HAVE A VALID MICHIGAN DRIVER'S LICENSE, SHOW A CURRENT REGISTRATION AND PROOF OF INSURANCE. YOU MUST PARK IN THE DESIGNATED WORK RELEASE PARKING AREA PROVIDED.

YOU MAY USE A BICYCLE AS MEANS OF TRANSPORTATION. YOU WILL BE REQUIRED TO LOCK YOUR BIKE UP. THE JAIL WILL NOT PROVIDE LOCKS. IF YOUR PLACE OF EMPLOYMENT IS MORE THAN 5 MILES AWAY YOU WILL NOT BE PERMITTED TO USE YOUR BICYCLE AS A MEANS OF TRANSPORTATION.

EMPLOYER:

YOUR PLACE OF EMPLOYMENT MUST BE APPROVED BY LAPEER COUNTY JAIL STAFF. YOUR PLACE OF EMPLOYMENT MUST NOT SOLELY SERVE ALCOHOLIC BEVERAGE.

YOUR PLACE OF EMPLOYMENT MUST VERIFY YOUR EMPLOYMENT IN LETTER FORM AND GIVE DETAILS OF YOUR JOB DUTIES AND WORK SITE. YOUR EMPLOYER MUST PROVIDE A CONTACT NAME AND PHONE NUMBER WHERE THEY CAN BE REACHED.

YOUR EMPLOYER MUST PROVIDE A WEEKLY WORK SCHEDULE. IF NO SCHEDULE IS PROVIDED THEN THE WORK RELEASE PARTICIPANT SHALL NOT GO TO WORK THAT WEEK. THE SHIFT SUPERVISOR IS THE ONLY ONE THAT CAN GRANT PRIVILEGES OF CHANGES IN YOUR AGREED UPON WORK RELEASE. (EX, PAYMENT, SCHEDULE CHANGE ETC.)

INMATE PROGRAMS:

WORK RELEASE INMATES MAY NOT PARTICIPATE IN ANY PROGRAMS OFFERED BY THE JAIL THAT RECEIVE GOOD TIME UPON COMPLETION.

JAIL DISCIPLINE:

WORK RELEASE PARTICIPANTS THAT ARE WRITTEN UP FOR ANY MAJOR INFRACTION MAY BE CONSIDERED FOR IMMEDIATE REMOVAL FROM THE WORK RELEASE PROGRAM. PROVIDING FALSE INFORMATION, OR ALTERING, FALSIFYING EMPLOYMENT RECORDS OR OTHER DOCUMENTS MAY RESULT IN TERMINATION FROM THE PROGRAM.

THE COURTS AND/OR THE SHERIFF OFFICE RESERVES THE RIGHT TO TERMINATE AN INMATE'S WORK RELEASE PROGRAM AT ANY TIME. ONCE APPROVED AND ACTIVATED, ANY AND ALL ALTERATIONS MUST BE REQUESTED BY THE EMPLOYER AND AUTHORIZED BY THE LAPEER COUNTY JAIL. EMPLOYERS ARE EXPECTED TO FAX 810-245-0576 SCHEDULE CHANGES OR SPECIAL WORK DAYS ECT., ATTENTION LAPEER COUNTY JAIL SUPERVISOR.

RELEASE STATUS

INMATES SENTENCED WORK RELEASE MUST REMIT PAYMENT AS AUTHORIZED UNDER STATUTES MCL 801.253; MCL801.81-et seq. THE FOLLOWING PROCEDURES MUST BE Followed:

1. ALL INMATES SENTENCED TO SPEND WEEKENDS IN JAIL (WITH WORK RELEASE) WILL BE CHARGED \$40.00 FOR EACH CALENDAR DAY IN CUSTODY.
2. ALL INMATES SENTENCED TO JAIL WITH A STRAIGHT SENTENCE OF SEVEN (7) DAYS OR MORE (WITH WORK RELEASE) WILL PAY WORK RELEASE FEES OF \$35.00 PER DAY.
3. EACH WORK RELEASE INMATE WILL SUBMIT TO JAIL STAFF, ON A WEEKLY BASIS, A CHECK STUB TO ALLOW FOR VERIFICATION OF GROSS WAGES.

PRINT NAME: _____

WHERE EMPLOYED: _____

INMATES SIGNATURE: _____


RE: Work release

John Miller

Tue 6/21/2022 8:30 AM

to: Steve Beebe <sbeebe@lapeercounty.org>;

I do not think that the tiered fee structure is legal in light of the following:



MICHIGAN LEGISLATURE

Michigan Compiled Laws Complete Through
House: Adjourned until Tuesday, June 21,
Senate: Adjourned until Thursday, June 23,

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NAVIGATE SECTIONS
MCL Chapter Index
Chapter 801
Act 88 of 2006
Section 801.313

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Section 801.313
 friendly link
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INMATE REIMBURSEMENT TO MUNICIPALITIES ACT (EXCERPT)
Act 88 of 2006

801.313 Reimbursement.

Sec. 3.

(1) A municipality may seek reimbursement from any person who is or was a convicted inmate in the municipal jail or in a county jail for expenses incurred by the municipality in relation to the incarceration of that person, as follows:

(a) Not more than \$60.00 per day for the expenses of maintaining that inmate or the actual per diem cost of maintaining that inmate, whichever is less, for the entire period of time the inmate was confined in the municipal jail, including any period of pretrial detention.

(b) The per-day cost charged to the municipality by a county for housing the inmate in that county's jail, but not more than \$60.00 per day, for the entire period during which the inmate was housed in that county's jail.

(c) The cost of providing medical treatment, prescription drugs, dental care, and other medical examinations or procedures.

(d) To investigate the financial status of the person.

(e) Any other expenses incurred by the municipality to collect payments under this act.

(2) Reimbursement under this act may be ordered as a probation condition entered pursuant to section 3 of chapter XI of the code of criminal procedure, 1927 PA 175, MCL 771.3.

(3) Before seeking any reimbursement under this act, the municipality shall develop a form to be used for determining the financial status of inmates. The form shall provide for obtaining the age and marital status of an inmate, number and ages of children of an inmate, number and ages of other dependents, type and value of real estate, type and value of personal property, cash and bank accounts, type and value of investments, pensions and annuities, and any other personalty of significant cash value. The municipality shall use the form when investigating the financial status of inmates.

History: 2006, Act 88, Imd. Eff. Apr. 3, 2006



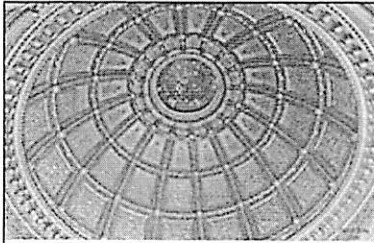
JOHN D. MILLER
Lapeer County Prosecuting Attorney
255 Clay Street, County Court Complex Building
Lapeer, Michigan 48446

PRIVILEGED AND CONFIDENTIAL – ATTORNEY CLIENT COMMUNICATION

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From: Steve Beebe <sbeebe@lapeercounty.org>
Sent: Wednesday, June 15, 2022 2:07 PM
To: John Miller <jmiller@lapeercounty.org>
Subject: Re: Work release

Thank you very much!!



MICHIGAN LEGISLATURE

Michigan Compiled Laws Complete Through PA 119 of 2022

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NAVIGATE SECTIONS

MCL Chapter Index

Chapter 801

Act 118 of 1984

Section 801.81

Section 801.81

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THE PRISONER REIMBURSEMENT TO THE COUNTY ACT (EXCERPT) Act 118 of 1984

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801.81 Short title.

Sec. 1.

This act shall be known and may be cited as "the prisoner reimbursement to the county act."

History: 1984, Act 118, Imd. Eff. June 1, 1984

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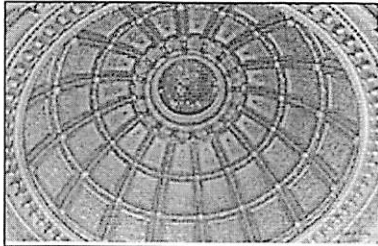
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NAVIGATE SECTIONS

MCL Chapter Index

- Chapter 801
- Act 60 of 1962
- Section 801.253

Section 801.253

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DAY PAROLE OF PRISONERS (EXCERPT) Act 60 of 1962

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- Public Act (Signed Bills)
- Resolutions
- Rules
- Session Schedules
- Search - Basic
- Search - Advanced

801.253 Prisoner liability for board; prisoner transportation.

Sec. 3.

A gainfully employed prisoner is liable for the cost of his board in the jail as fixed by the sheriff. If necessarily absent from jail at a meal time, he shall at his request be furnished with an adequate nourishing lunch to carry to work. The sheriff or friend of the court shall charge his account, if he has one, for such board. If the prisoner is gainfully self-employed, he shall pay the sheriff for such board, in default of which his employment privilege is automatically forfeited. If the jail food is furnished directly by the county, the sheriff shall account for and pay the board payments to the county treasurer. The board of supervisors by ordinance may provide that the county furnish or pay for the transportation of employed prisoners to and from their place of employment.

History: 1962, Act 60, Eff. Mar. 28, 1963

Laws

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- Public Act MCL Search
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LAPEER COUNTY

Community Mental Health Center

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

Date: July 18, 2022

☒ Request for Action
☐ For Your Information
☐ Request for Information

To: Lapeer County Board of Commissioners - Regular Board Meeting

From: Lapeer County Community Mental Health

Summary of Request/Information:

Requesting approval of attached amended budget.

Additional information:

Motion #0622-003 Lapeer County Community Mental Health Services Board at its Board meeting on June 30, 2022 approved these amendments for the fiscal year 2021-2022.

Contact person(s):

Lauren Emmons, Chief Executive Officer or
Inder Abrol, Finance Department



Background Information:

To adjust the CMH budget to reflect the estimated revenue and expenses for the fiscal year 2021-2022.

Supporting Documents:

Budget Amendment Form.

Draft Motion:

Move to approve Lapeer County Community Mental Health Budget Amendments for the fiscal year 2021-2022.

Attachments: Yes ☒ No ☐

**LAPEER COUNTY
BUDGET AMENDMENT FORM**

FUND NAME: CMH
ORIGINATOR: Inder Abrol 7/18/2022

RECEIVED: _____
REVIEWED: _____
FORWARDED: _____
RETURNED: _____

ACCOUNT NUMBERS				DESCRIPTION	ORIGINAL/ AMENDED BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY	ACCOUNT							
222	649	676	010	PBIP Funds R-10	\$205,116.00			\$205,116.00	\$0.00
222	649	716	000	CMH Hospital / Medical / Optical Insurance	\$1,487,541.00			\$50,000.00	\$1,437,541.00
222	649	719	000	Unemployment	68,405.00			48,000.00	20,405.00
222	649	722	000	Workerscompensation	137,970.00			100,000.00	37,970.00
222	649	723	000	PEHB/VEBA	38,520.00		15,663.00		54,183.00
222	649	730	030	Medical Supplies	20,097.00		15,000.00		35,097.00
222	649	813	018	Local Inpatient- All Community Inp.	1,283,004.00		100,000.00		1,383,004.00
222	649	813	020	Consulting- Computer Software Services	145,488.00		20,000.00		165,488.00
222	649	813	220	Respite Services- Helping Hand	443,557.00			157,779.00	285,778.00
				TOTALS	\$3,829,698	\$0	\$150,663	\$560,895	\$3,419,466

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

DEPT. HEAD: _____

MOTION #:0622-003_____

COMPUTER ENTRY BY: _____

DATE ENTERED: _____

8A

DATE: July 12, 2022

XX **REQUEST FOR ACTION**

_____ **FOR YOUR INFORMATION**

_____ **REQUEST FOR INFORMATION**

TO: **BOARD OF COMMISSIONERS/Committee of the Whole**

FROM: **ADMINISTRATION OFFICE**

SUMMARY OF REQUEST / INFORMATION: Requesting Payment of The Michigan Association of Counties Dues for 2022-2023

ADDITIONAL INFORMATION: The dues are \$14,268.59 this year with no change, \$14,300 is budgeted in that account

CONTACT PERSON(S):

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS: Invoice #m2487

DRAFT MOTION:

Motion by _____, Supported by _____, to recommend to the full board to authorize payment of dues to the Michigan Association of Counties, in the Amount of \$14,268.59 for the period of July 1, 2022 through June 30, 2023, to be paid from 101-241-957.102.

ATTACHMENTS YES XXX NO _____



INVOICE

BILL TO
Doreen Clark
Lapeer County
255 Clay Street
Lapeer, MI 48446

INVOICE
DATE
m2487
06/14/2022

DESCRIPTION	AMOUNT
2022-2023 County Dues	14,268.59

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

BALANCE DUE **\$14,268.59**

ACH Payments:
Contact pemberton@micounties.org

Pay invoice

8B

DATE: July 14, 2022

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: Jacky Bennett, Administration/Finance Account Clerk

SUMMARY OF REQUEST / INFORMATION: Request authorization to pay the June invoice from Attorney Howard L. Shifman, P.C., for labor related legal services.

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Doreen Clark / Quentin Bishop

SUPPORTING DOCUMENTS: Legal Summary / Invoice #14901

DRAFT MOTION:

Motion by _____, supported by _____, to recommend to the Full Board to authorize payment to Attorney Howard L. Shifman, P.C. in the amount of \$920.00 for labor related legal services rendered through June 30, 2022 to be paid from line item #101-239-801.020.

ATTACHMENTS YES X NO _____

Howard L. Shifman
Brandon Fournier
Robert Nyovich- Of Counsel



31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025
Phone (248) 642-2383 or
(248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA EMAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

July 1, 2022

Quentin Bishop, County Administrator/Controller
Lapeer County
255 Clay Street
Lapeer, MI 48446

Re: Lapeer County/Invoice for Services

Mr. Bishop:

Attached please find our invoice for services June 30, 2022.

Invoice No. 14901

Lapeer County –	
General	\$ 230.00
Sheriff's Department	\$ 690.00
CMH	\$ 0.00
FOC	\$ 0.00
District Court	\$ 0.00
Health Department	\$ 0.00
911 MAPE	\$ 0.00
911 POAM	\$ 0.00
Non-Union	\$ 0.00

TOTAL DUE	\$ 920.00
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Please make check payable to Shifman Fournier.

