

MICHIGAN'S OLDEST COURTHOUSE

Lapeer County Board of Commissioners

255 Clay Street
Lapeer, Michigan 48446

phone 810 area code
667-0366
667-0369 FAX
www.county.lapeer.org

COMMITTEE OF THE WHOLE

****COMMISSION CHAMBERS****

JANUARY 11, 2007

8:15 A.M.

A-G-E-N-D-A

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

- 1) CONSIDERATION OF **MINUTES** OF THE **DECEMBER 14, 2006** COMMITTEE OF THE WHOLE MEETING
and
REVIEW OF **OVERNIGHT TRAVEL REQUESTS AND BUDGET AMENDMENTS** (*distributed and reviewed throughout the meeting*)
- 2) **PUBLIC TIME** – Citizens Comments, etc.
- 3) **REGISTER OF DEEDS** – REQUEST TO RENEW THE SOFTWARE MAINTENANCE AGREEMENT WITH CHERRYLAN SYSTEMS
- 4) **ADMINISTRATION -**
 - A. REQUEST TO RENEW THE LIABILITY INSURANCE COVERAGE FOR FY 2007 WITH RISK MANAGEMENT
 - B. REQUEST TO RENEW THE FY 2007 DROP-OFF RECYCLING SERVICES PROGRAM CONTRACT WITH DEERFIELD DISPOSAL
 - C. REQUEST TO AUTHORIZE PAYMENT TO JOHNSON, ROSATI, LABARGE
 - D. REQUEST TO AUTHORIZE PAYMENT TO ATTORNEY HOWARD SHIFMAN
- 5) **PUBLIC TIME** – Citizens Comments, etc.

6) BUDGET AMENDMENTS / APPROPRIATION TRANSFERS

(requiring Board approval)

- A. CMH – Appropriation Transfer Request
- B.
- C.

7) OTHER BUSINESS:

- A.
- B.
- C.

CLOSED SESSION *(if needed)*

ADJOURN...

FYI – Departments will be presenting information at the New Commissioners' Orientation following the next Committee of the Whole on **January 25th** so keep your calendars marked for most or all of that day!



Let it snow, let it snow, let it snow...



COMMITTEE OF THE WHOLE
December 14, 2006
8:30 a.m.

Chairman Taylor called the meeting to order at 8:37 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Clark opened the meeting with prayer. The Pledge of Allegiance was recited.

Present: Commissioners Dyle Henning, Ian Kempf, Lenny Schneider, Joyce Bonesteel, Cheryl A. Clark, Ron Dahlke, Dave Taylor

Others: John Biscoe, County Controller/Administrator, Craig Horton, Chief Financial Officer, Lynette Stanford, Deputy County Clerk

The draft minutes of the November 30, 2006 Committee of the Whole Meeting were briefly reviewed.

Motion by Bonesteel, supported by Schneider, to approve the draft minutes from the November 30, 2006 Committee of the Whole Meeting. Motion carried.

The "Selected Invoice Summary" and budget amendments were distributed and reviewed by the Commissioners throughout the meeting

PUBLIC TIME –No comments were received.

Victor Martin, E-911 Central Dispatch Director, presented information regarding funding. Discussion followed.

Motion by Clark, supported by Henning, to refer discussion regarding E-911 Central Dispatch funding to the December 21, 2006 Regular Board Meeting. Motion carried.

Motion by Clark, supported by Dahlke, to recommend to the Full Board, to approve the 2007 contract and Amendment No. 1 to the Thumb Alliance Prepaid Inpatient Health Plan (PIHP), related to Alcohol Information and Counseling Center (AICC), at no cost to the County General Fund. Motion carried.

Motion by Schneider, supported by Clark, to recommend to the Full Board, pursuant to the revised Michigan Minimum Wage Law, to raise the wage of the Parks Department seasonal sled hill/winter concession position to \$6.95 per hour for workers 18 years of age and older; and further to allow a youth sub-minimum wage for this position of \$6.50 per hour for those below 18 years of age. Motion carried.

Motion by Kempf, supported by Bonesteel, to recommend to the Full Board, to authorize payment to Howard L. Shifman P.C., in the amount of \$6,395.50, for legal services rendered 11/01/06 – 11/30/06, to be paid from line item 101-210-801.020. Motion carried.

Motion by Schneider, supported by Clark, to recommend to the Full Board, to approve the Probate/Family Court combined Community Service Coordinator and Intensive Caseworker contract, for the period of October 1, 2006 through September 30, 2007, to be paid from the 2006-2007 Child Care Fund. Motion carried.

Motion by Schneider, supported by Clark, to recommend to the Full Board, to approve the Probate /Family Court one year contract renewals of Truancy/Delinquency Coordinator positions #355 and #356, for the period of October 1, 2006 through September 30, 2007, to be paid from the 2006-2007 Child Care Fund. Motion carried.

Motion by Bonesteel, supported by Clark, pursuant to action taken at the December 7, 2006 Regular Board Meeting, giving the Committee of the Whole the authority to act, which shall include forwarding the motion to the next regular meeting to be entered into the official record, to approve the following Resolution for Curt Carter:

RESOLUTION

- WHEREAS,** Curt Carter was born in Lapeer on February 1, 1944 to parents, Agnes and Laverne (Poddy) Carter; and,
- WHEREAS,** Curt Carter graduated from Lapeer High School in 1962, received an Associates Degree in Business Administration from Mott Community College and then attended Michigan State University, University of Michigan – Flint, University of Michigan – Ann Arbor-Graduate School of Banking, Ball State University – Independent Bankers School, University of Wisconsin – Graduate School of Banking Harvard University Institute for Financial Management; and,
- WHEREAS,** Curt Carter has been married to wife Mary Lynne since May 2, 1964, and they have been blessed with two children, Brett and Julie, as well as three grandchildren, Cameron, Connor and Ashley; and,
- WHEREAS,** Curt Carter was hired October 16, 1966 as a management trainee at Lapeer County Bank & Trust Co., then was appointed as Assistant Cashier on December 8, 1970 and appointed Cashier & Auditor on December 13, 1972; and,
- WHEREAS,** Curt Carter was appointed Secretary to the Board of Directors of Lapeer County Bank and Trust Co. on December 15, 1976, Vice-President and Cashier on January 1, 1978, and then elected to the Board of Directors of Lapeer County Bank & Trust Co. on January 1, 1979; and,
- WHEREAS,** Curt Carter was appointed President of Lapeer County Bank & Trust Co. on January 1, 1983 and named President and CEO of Lapeer County Bank & Trust Co. on January 1, 1984, then appointed Chairman and CEO of Lapeer County Bank & Trust Co. on July 1, 2005, and appointed Chairman of the Board on July 1, 2006; and,
- WHEREAS,** Curt Carter has served as Past President and a 35-year member of the Lapeer Optimist Club, member of the Lapeer County Historical Courthouse Restoration Committee, Treasurer of Lapeer Community Schools Scholarship & Student Loan Fund, Treasurer of Lapeer GoodFellows, Charter member of the Economic Club of Lapeer County, Trustee for Lapeer Regional Medical Center, Director of McLaren Medical Management, Inc., Director of Lapeer County Community Foundation, Member of the Lapeer County Building Authority, Member of the Blood Services Committee, American Red Cross; and,
- WHEREAS,** Curt Carter will be retiring from Lapeer County Bank & Trust Co. after more than **40 years** of faithful service and will be honored and recognized for said services at a special gathering on Friday, December 15, 2006.

(Resolution for Curt Carter continued)

NOW, THEREFORE, BE IT RESOLVED, that this Board of Commissioners of Lapeer County, Michigan, wishes to honor and express deep, sincere appreciation to **Curt Carter** for his many years of dedicated service to Lapeer County Bank & Trust Co., the citizens of his community, and all of Lapeer County.

Roll Call Vote: Bonesteel, aye; Kempf, aye; Schneider, aye; Bonesteel, aye; Clark, aye; Dahlke, aye; Taylor, aye. 7 ayes. Motion carried.

Agricultural Preservation Board (Three-year term)

Motion by Bonesteel, supported by Dahlke, to recommend to the Full Board, to re-appoint Sharon Buckner to serve on the Agricultural Preservation Board for a three-year term ending December 31, 2009. Motion carried.

Senior Programs (formerly DOSA Board) – Two-year term)

Commissioner Henning announced that he has re-appointed Lee Scott to serve another two-year term on the Senior Programs Board (formerly DOSA Board).

PUBLIC TIME –No comments were received.

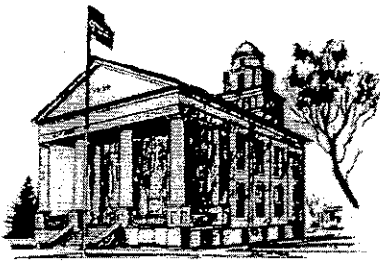
Motion by Schneider, supported by Henning, to go into closed session for the purpose of Labor Negotiations. Roll Call Vote: Schneider, aye; Bonesteel, aye; Clark, aye; Dahlke, aye; Henning, aye; Kempf, aye; Taylor, aye. 7 ayes. Motion carried. 9:25 a.m.

Motion by Bonesteel, supported by Clark, to go out of closed session. Motion carried. 9:30 a.m.

Motion by Bonesteel, supported by Clark, to approve the minutes of the closed session. Motion carried.

Motion by Bonesteel, supported by Clark, to adjourn the meeting. 9:30 a.m.

David Taylor, Chairman
Committee of the Whole



Michigan's Oldest Courthouse

Melissa R. DeVaugh
Lapeer County Register of Deeds

279 N. Court Street
Lapeer, MI 48446

Phone 810-667-0211
Fax 810-667-0293

3

Lori L. Gebhardt
Chief Deputy

Date: January 3, 2007

XXX Request for Action

For your information

Request for information

TO: Committee of the Whole

FROM: Register of Deeds, Melissa DeVaugh

Summary of request/information:

To renew the software maintenance contract with CherryLan Systems, Inc.
This a one-year non renewal contract.

Additional information:

Current contract expired on 12/31/06.

Contact person (s):

Melissa DeVaugh

Draft Motion:

To enter into a one-year non renewal contract with CherryLan Systems, Inc.
from 1/1/07 thru 12/31/07 at a cost of \$19,900.00 to be paid from
Automation Fund 256-236-933.000.

Cherry LAN Software License/Enhancements Agreement

This AGREEMENT is dated for reference purposes this 1st day of January, 2007 by and between Cherry LAN Systems, Inc., a Michigan Corporation, (hereinafter referred to as "CLS") and Lapeer County Register of Deeds Office, Lapeer MI 48446, (hereinafter referred to as "Customer").

WITNESSETH:

WHEREAS, CLS has developed certain computer software products described below; and

WHEREAS, CLS and Customer desire to enter into an Agreement wherein CLS will license the computer software products to Customer upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. SOFTWARE. CLS hereby licenses to Customer the use of the following property (collectively, "Software"): (I) the computer software products described in **Schedule A** (II) related documentation, information and derivative works; (III) revised and corrected versions ("Updates") (IV) enhanced and improved versions of such programs and documentation which become available hereunder ("Enhancements"); and (V) all copies of the foregoing, which are permitted by this Agreement.
2. OWNERSHIP. Customer acknowledges that the Software and all copyright trade secrets and other right, title and interests therein, are the sole property of CLS and that Customer shall gain no right, title or interest in the Software by virtue of this Agreement other than the nonexclusive right of use granted herein.
3. LICENSE OF SOFTWARE. In consideration of Customer's payment of a Software License Fee, CLS grants to Customer a perpetual, personal, non-transferable and nonexclusive right to use the Software. Customer represents, warrants and agrees that the Software will be used only as provided in this Agreement and only for the benefit of Customer.
4. MAINTENANCE AND SUPPORT. See attached **Schedule A**.
5. PROPRIETARY DATA: CONFIDENTIALITY. Customer acknowledges that the information contained in the Software is confidential and contains trade secrets and proprietary data belonging to CLS. Customer shall implement all reasonable measures necessary to safeguard CLS's ownership of, and the confidentiality of, the Software, including without limitation: (I) not to allow any person access to the Software other than its employees, agents and consultants who require such access for the performance of their ordinary services to Customer, and then only to the extent necessary to permit the performance of such services and to require, as a condition to such access, that such persons comply with the provision of this Section; (II) to cooperate with CLS in the enforcement of such compliance by Customer's employees, agents and consultants, (III) not to permit the removal or alteration of any copyright or confidentiality labels or notices contained in the Software; (IV) not to modify, translate, disassemble, decompile or reverse engineer the Software; and (V) not to duplicate or reproduce the Software, except that Customer may make archival copies and, if necessary, one copy to run temporarily on a replacement computer for backup in an emergency, and then in either case only if all copyright and confidentiality notices are included in the copy. Customer acknowledges that use or disclosure of the Software in violation of this Agreement may cause irreparable harm to CLS.
6. SOURCE CODE. In the event of the permanent dissolution of CLS, or other inability to provide services, CLS shall provide Customer with a copy of the then-current source code for the Software, for the sole purpose of enabling Customer to maintain said Software. **Customer shall remain bound by the terms of this entire Agreement, particularly 2, 3, 5 and 12.**
7. WARRANTY. CLS warrants to Customer that the Software was independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary rights of any other party. CLS's sole obligation in respect of a breach of the foregoing warranty shall be to modify or replace, where reasonably possible, the Software so as to eliminate the infringement. Customer shall give CLS prompt written notice of any claims under the foregoing warranty.

- 8. DISCLAIMER OF OTHER WARRANTIES. EXCEPT AS PROVIDED IN SECTION 6, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENT OF CLS OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR OF ERROR-FREE AND UNINTERRUPTED USE) ARE HEREBY SUPERSEDED, EXCLUDED AND DISCLAIMED.
- 9. REMEDY LIMITATIONS. In no event shall CLS be liable for any consequential, indirect, punitive, incidental or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Software, loss of use of money, loss of data or interruption in its use or availability, stoppage of other work, impairment of other assets or otherwise and whether arising out of breach of any express or implied warranty, breach of contract, negligence, misrepresentation, strict liability in tort or otherwise and whether based on this Agreement, any transaction performed or undertaken under or in connection with this Agreement or otherwise.
- 10. TERM. The initial term of this Agreement shall be from January 1, 2007 through December 31, 2007. CLS shall provide to Customer written notice of any rate changes at least one hundred twenty (120) days prior to termination date.
- 11. TERMINATION. If either party fails to perform its obligations as set out in this Agreement, this Agreement may be terminated upon written notice to the defaulting party. Customer shall upon receipt of such termination notice immediately: Certify to CLS in writing that Customer has not provided nor will provide total or partial copies of the Software to any third party. The expiration or termination of this Agreement for any reason shall not extinguish or diminish Customer's obligations hereunder to maintain the confidentiality of the Software, which obligation is continuing and shall survive termination of this Agreement.
- 12. ASSIGNMENT. This Agreement is personal to Customer and neither this Agreement nor any of the Customer's rights or duties hereunder shall be assigned, sublicensed, sold or otherwise transferred by Customer, including to any successor-in-interest to Customer without CLS's prior written consent.
- 13. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan.
- 14. STATUS. The parties agree and understand that both parties shall perform their obligations hereunder as independent contractors, and nothing contained herein shall imply an employer – employee relationship, a joint venture, partnership, or other association between CLS and Customer.
- 15. ENTIRE AGREEMENT/MODIFICATIONS. Any and all prior agreements between the parties hereto with respect to the subject matter of this Agreement are hereby cancelled and terminated. This Agreement constitutes the entire Agreement between the parties. No variation or modification of this Agreement, and no waiver of any of the Agreement's provision or conditions, shall be binding unless made in writing and signed by duly authorized personnel of CLS and Customer.
- 16. ARBITRATION. Any disputes arising out of, in conjunction with or in relation to this Agreement shall be determined and settled by arbitration in the County of Lapeer in accordance with the rules of American Arbitration Association then prevailing upon 30 days prior written notice from one party to the other. Any award rendered therein shall be final and binding on the parties and judgments thereon may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

By: _____

Cherry LAN Systems, Inc.

By: _____

Lapeer County

Dated: _____

Dated: _____

Cherry LAN Software License/Enhancements Agreement Schedule A

Software:

This Agreement covers maintenance & enhancements for the integrated software applications Cherry LAND Indexing, Cherry Image and POSSE. It also covers technical support for (but not updates to) the underlying Advantage Database Server software (a Sybase product).

The annual cost is based upon the number of documents recorded in the previous calendar year*, with an annual minimum of \$8,900.00 and an annual maximum of \$19,900.00

Our per-document rate is based upon \$1.00/document in Year 2003 dollars and is annually CPI-adjusted using the Consumer Price Index calculator from the US Bureau of Labor and Statistics at <http://data.bls.gov/cgi-bin/cpicalc.pl>. \$1.00 in 2003 is equivalent to \$1.10 in July 2006; therefore Year 2007 pricing is \$1.10/document. Henceforth, pricing will be CPI-adjusted on an annual basis. Each July, CLS shall provide Customer the CPI-adjusted figure for the next year's Term.

The \$8,900.00 annual minimum is NOT subject to CPI adjustment. The \$19,900.00 annual maximum IS subject to CPI adjustment.

*To facilitate easier budgeting, Customer may opt to calculate the number of documents recorded during the 12-month period ending six months prior to the start of the next term of the Agreement, e.g. the 2007 Term can be based upon the number of documents recorded from 7/1/2005 through 6/30/2006 rather than from 1/1/2006 through 12/31/2006.

Equipment:

We recommend but do not require that Customer purchase necessary hardware (e.g. PCs, monitors, printers, scanners, etc.) through CLS. Equipment purchased through another source must conform to CLS specifications.

Exclusions:

This Agreement is limited to the software products listed above. Other CLS products are covered under separate contract. CLS shall assume no responsibility for troubleshooting or maintaining Customer's network, hardware devices or non-CLS software except as expressly stated under separate contract. CLS may, at its option, offer to assist in troubleshooting Customer's network, hardware devices or non-CLS software, but is under no obligation to do so and may bill its then-current rate for services rendered.

Software Enhancements:

CLS product enhancements include software patches as well as system refinements and the addition of new features, options and capabilities, and are provided free of charge to customers as they become available. Software patches and minor system alterations take place often as the result of customer requests. Major feature enhancements or redesign decisions are made at periodic CLS user symposiums, where our Michigan Register of Deeds user group plays a direct role in deciding what major changes are desired within the suite of applications and prioritizing the development of said enhancements.

Side Projects:

Occasionally, CLS customers request side projects related to the above software, such as uploading images converted from film or index data keyed in by a service bureau. Such projects are handled on a case-by-case basis. CLS generally does not charge for minor projects (e.g. film upload), but side projects which require substantial developer time, onsite services, etc. are normally considered billable.

4A

DATE: January 3, 2007

XX **REQUEST FOR ACTION**

_____ **FOR YOUR INFORMATION**

_____ **REQUEST FOR INFORMATION**

TO: BOARD OF COMMISSIONERS

FROM: JOHN BISCOE

SUMMARY OF REQUEST / INFORMATION: REQUEST TO RENEW LIABILITY INSURANCE COVERAGE THROUGH MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY FOR 2007.

ADDITIONAL INFORMATION: CONTINUATION OF CURRENT SERVICES.

CONTACT PERSON(S): JOHN BISCOE

BACKGROUND INFORMATION:

SUPPORTING DOCUMENTS:

DRAFT MOTION:

MOTION BY _____, SUPPORTED BY _____, TO RECOMMEND TO THE FULL BOARD TO AUTHORIZE RENEWAL OF LIABILITY INSURANCE COVERAGE THROUGH MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY FOR THE PERIOD OF JANUARY 1, 2007 THROUGH JANUARY 1, 2008.

ATTACHMENTS YES _____ NO X

4B

DATE: January 5, 2007

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: COMMITTEE OF THE WHOLE

FROM: DOREEN CLARK, ADMINISTRATIVE SECRETARY

SUMMARY OF REQUEST / INFORMATION: Request to renew contract with Deerfield Disposal for FY 2007 and authorize quarterly payments throughout the year.

ADDITIONAL INFORMATION: Language changes were implemented back in 2006 with regards to quarterly payments being issued after the quarter is complete and the Statistics Report is submitted for verification of services. The cost of \$6,000 was budgeted in line item 227-526-813.000.

CONTACT PERSON(S): Doreen Clark

BACKGROUND INFORMATION: County residents need to show their previously issued recycling cards or voter registration cards to participate.

SUPPORTING DOCUMENTS: FY 2007 Contract

DRAFT MOTION:

MOTION BY _____, SUPPORTED BY _____, TO APPROVE THE ATTACHED AGREEMENT BETWEEN THE COUNTY OF LAPEER AND DEERFIELD DISPOSAL SERVICES FOR THE LAPEER COMMUNITY RECYCLING DROP-OFF PROGRAM FOR THE PERIOD OF JANUARY 1, 2007 THROUGH DECEMBER 31, 2007, AND TO AUTHORIZE THE CHAIR OR VICE-CHAIR TO SIGN SAID AGREEMENT; AND FURTHER, TO AUTHORIZE THE ADMINISTRATION OFFICE TO PAY THE QUARTERLY PAYMENTS THROUGHOUT FY 2007, AS SPECIFIED IN SAID AGREEMENT, TO BE PAID FROM LINE ITEM 227-526-813.000.

ATTACHMENTS YES XXX NO _____

Lapeer Community Recycling Program



Agreement to Participate in the 2007 Drop-Off Program

Lapeer County agrees to purchase drop-off recycling services offered by The Lapeer Community Recycling Program for the period of January through December 2007. This service will allow County Officials, County Employees and designees of Lapeer County Commissioners to drop-off recyclable materials (glass, plastic, white paper, newspaper, magazines, tin, aluminum, and cardboard) at any or all of the collection sites. This membership will also subsidize participating Townships to keep the cost charged to the townships at or below the proposed \$.33 per person per year price for 2007.

Payments from the County of Lapeer to Deerfield Disposal Services will be made on the following basis:

Four quarterly payments in the amount of \$1,500 will be made after receipt of each quarterly invoice and quarterly statistic report, as provided by Deerfield Disposal Services (required due to auditing purposes), to be mailed to the following billing address: Lapeer County Board of Commissioners, 255 Clay Street, Suite 301, Lapeer, MI 48446.

Deerfield Disposal Services, LLC, will hold two (2) three-hour recycling collections per month on the first and third Saturdays of the month from 9:00 am to noon. The scheduled sites for collection are the Lapeer Cinemas back lot on the first Saturday of the month and the Deerfield Township Hall on the third Saturday of the month.

Please sign below as confirmation of your commitment to participate in the Lapeer Community Recycling Program in 2007. By signing this agreement Lapeer County agrees to pay Deerfield Disposal Services \$6,000 (six thousand dollars) as support for the program as described above.

Signature – David Taylor
Chairman, Board of Commissioners

Date

Signature for Deerfield Disposal Services
5728 North Lapeer Road
North Branch, MI 48461

Date

Approved by the Lapeer County Board of Commissioners on _____, 2007, Motion # _____.

4C

DATE: January 8, 2006

XX REQUEST FOR ACTION

_____ FOR YOUR INFORMATION

_____ REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: LINDA K. HESS

SUMMARY OF REQUEST / INFORMATION: Billing for Johnson, Rosati, LaBarge, Aseltyne & Field, P.C. in reference to

- 1) First American Title Company in the amount of \$999.50 (November, 2006), and
- 2) General Council in the amount of \$187.50 (November, 2006)

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Linda K. Hess

SUPPORTING DOCUMENTS: Billing Statements

DRAFT MOTION:

To authorize payment from line item #101-210-801.020 to Johnson, Rosati, LaBarge, Aseltyne & Field, P.C. in reference to

- a) invoice #1048676 in the amount of \$999.50 for services rendered 11/1/06 - 11/30/06; and
- b) invoice #1048677 in the amount of \$187.50 for services rendered 11/1/06 - 11/30/06.

ATTACHMENTS YES X NO _____

JOHNSON, ROSATI, LaBARGE,
ASELTYNE & FIELD, P.C.
34405 W. Twelve Mile Rd., Suite 200
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

December 12, 2006

Lapeer County
Attn: Mr. John Biscoe
255 Clay Street
Lapeer, MI 48446

Invoice # 1048676

In Reference To: First American Title Company vs. Lapeer County, et al

Professional Services Rendered Through November 30, 2006

			<u>Hrs/Rate</u>	<u>Amount</u>
11/6/2006	MLH	Telephone conference with client regarding status, oral argument, strategy and arrangements	0.70 125.00/hr	87.50
	MLH	Research of case law	3.90 125.00/hr	487.50
11/8/2006	MLH	Receipt/review correspondence from client	0.10 125.00/hr	12.50
	MLH	Correspondence to client	0.10 125.00/hr	12.50
	MLH	Telephone conference with court regarding panel members	0.20 125.00/hr	25.00
11/29/2006	MLH	Receipt/review correspondence from client	0.10 125.00/hr	12.50
	MLH	Telephone conference with defense counsel regarding oral argument strategy	0.30 125.00/hr	37.50

	<u>Hrs/Rate</u>	<u>Amount</u>
11/29/2006 MLH Correspondence to client regarding judges and oral argument preparation	0.40 125.00/hr	50.00
MLH Research of panel members' background	0.60 125.00/hr	75.00
For professional services rendered	<hr/> 6.40	<hr/> \$800.00
Additional charges:		
	<u>Qty/Price</u>	
11/20/2006 Roundtrip Airline Tickets to Cincinnati, Ohio for 12/7/06 oral argument [M. Howe]	1 199.50	199.50
Total costs		<hr/> \$199.50
Total amount of this bill		<hr/> \$999.50
Balance due		<hr/> <hr/> \$999.50

Please include your Invoice Number on your payment. All payments should be mailed to the Farmington Hills' office listed above. Thank you.

JOHNSON, ROSATI, LaBARGE,
ASELTYN & FIELD, P.C.
34405 W. Twelve Mile Rd., Suite 200
Farmington Hills, MI 48331
(248) 489-4100 Tax ID# 38-3107356

December 12, 2006

Lapeer County
Attn: Mr. John Biscoe
255 Clay Street
Lapeer, MI 48446

Invoice # 1048677

In Reference To: General Counsel

Professional Services Rendered Through November 30, 2006

		<u>Hrs/Rate</u>	<u>Amount</u>
11/1/2006	CJJ Receipt/review correspondence from M. Gepfrey	0.20 125.00/hr	25.00
	CJJ Telephone conference with Undersheriff Rapson's Office	0.10 125.00/hr	12.50
	CJJ Telephone conference with Undersheriff Rapson	0.20 125.00/hr	25.00
11/16/2006	CJJ Telephone conference with John Biscoe	0.20 125.00/hr	25.00
11/17/2006	CJJ Telephone conference with Chuck Schwab's Office	0.10 125.00/hr	12.50
	CJJ Telephone conference with Chuck Schwab's office	0.10 125.00/hr	12.50
11/20/2006	CJJ Telephone conference with Linda Hess' Office	0.10 125.00/hr	12.50

		<u>Hrs/Rate</u>	<u>Amount</u>
11/20/2006	CJJ Telephone conference with John Biscoe	0.10 125.00/hr	12.50
	CJJ Telephone conference with Chuck Schwab's Office	0.10 125.00/hr	12.50
11/22/2006	CJJ Telephone conference with Chuck Schwab's Office	0.10 125.00/hr	12.50
	CJJ Telephone conference with Chuck Schwab's Office (2nd)	0.10 125.00/hr	12.50
11/29/2006	CJJ Telephone conference with John Biscoe's office	0.10 125.00/hr	12.50
	For professional services rendered	<hr/> 1.50	\$187.50
	Previous balance		\$837.50
12/8/2006	Payment - thank you. Check No. 203575		(<u>\$837.50</u>)
	Balance due		<u><u>\$187.50</u></u>

Please include your Invoice Number on your payment. All payments should be mailed to the Farmington Hills' office listed above. Thank you.

4D

DATE: January 9, 2007

XX REQUEST FOR ACTION

____ FOR YOUR INFORMATION

____ REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: LINDA K. HESS

SUMMARY OF REQUEST / INFORMATION: December, 2006 billing for Howard L. Shifman, P.C., Legal Council

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Linda K. Hess

SUPPORTING DOCUMENTS: Billing Statement

DRAFT MOTION:

To authorize payment from line item #101-210-801.020 to Howard L. Shifman, P.C. in the amount of \$5,451.00 for legal services rendered 12/01/06 – 12/31/06.

ATTACHMENTS YES X NO _____

Law Offices of
HOWARD L. SHIFMAN, P.C.

*370 E. Maple Road
Suite 200
Birmingham, MI 48009*
Phone: (248) 642-2383
Fax: (248) 642-1932

Robert Nyovich - Of Counsel
Timothy K. McConaghy* - Of Counsel

*Also admitted in Ohio

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

January 5, 2007

John Biscoe, County Administrator
Lapeer County
255 Clay Street
Lapeer, MI 48446

RECEIVED
JAN 08 2006
LAPEER COUNTY
ADMINISTRATION OFFICE

Re: Lapeer County/Invoice for Services

Dear Mr. Biscoe:

Enclosed please find our invoice for services rendered through December 31, 2006.

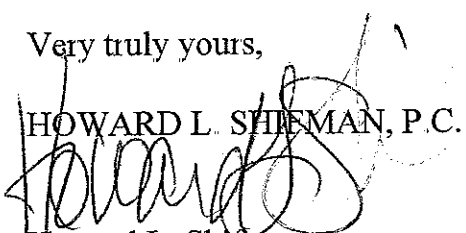
Invoice No. 10556

Lapeer County – General	\$ 5,451.00
Labor Matters	_____
TOTAL	\$ 5,451.00

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Very truly yours,

HOWARD L. SHIFMAN, P.C.


Howard L. Shifman

HLS/jdv

LAPEER COUNTY

Community Mental Health Center



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

Date: January 4, 2007

Request for Action
 For Your Information
 Request for Information

To: Lapeer County Board of Commissioners - Regular Board Meeting

From: Lapeer County Community Mental Health

Summary of Request/Information:

Requesting transfer of \$99,245.00 from appropriation to expenditure, which represents first of the three transfers for the fiscal year 2006-2007. Please credit this money to general ledger account #222 990 695.010.

Additional information:

1. The Lapeer County allocated \$297,735.00 to CMH as county match for the current fiscal year.
2. Motion # 1206-007 approved by the Lapeer County Community Mental Health Services Board at its meeting on December 18, 2006 authorizing the CMH Director to make this request.

Contact person(s):

Michael K. Vizena, Executive Director or
Inder Abrol, Finance Department

Background Information:

Requested transfer is based on total allocation of \$297,735 for the fiscal year.

Supporting Documents:

None.

Draft Motion:

Move to transfer \$99,245.00, representing first of the three installments toward the annual allocation of \$297,735, from CMH appropriations to CMH expenditure.

Attachments: Yes _____ No _____ X _____