



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\*\***

**APRIL 19, 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 **APRIL 5, 2007** 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) **COMMUNITY DEVELOPMENT** – REQUEST TO APPROVE THE C.D.B.G. HOUSING GRANT AGREEMENT
- 4) **PARKS** –
  - A. REQUEST TO PURCHASE ADVERTISING SECTION FOR WILD LAPEER EVENT
  - B. REQUEST FOR APPROPRIATION TRANSFER
  - C. BUDGET AMENDMENT FOR FUND 208 AND REQUEST FOR ADDITIONAL \$13,000 APPROPRIATION
  - D. BUDGET AMENDMENT FOR FUND 209 – POLLY ANN TRAIL
- 5) **SHERIFF'S DEPARTMENT** –
  - A. REQUEST TO PURCHASE TWO BENCHES & TRASH RECEPTACLE
  - B. REQUEST TO PURCHASE A HEATING/COOLING UNIT FOR THE DIVE TEAM OFFICE/STORAGE AREA
  - C. REQUEST TO APPROVE THE CONTRACT WITH MDOT FOR CONSTRUCTION WORK ZONE ENFORCEMENT SERVICES & RELATED BUDGET AMENDMENT

*Continued--*

- 6) **VETERAN'S AFFAIRS – APPOINTMENTS** (*referred from the 4-12-07 Full Board Meeting*)
  
- 7) **ADMINISTRATION OFFICE –**
  - A. PROPOSED PROPERTIES MOTIONS
  - B. REQUEST TO AUTHORIZE PAYMENT OF INVOICE FROM ATTORNEY HOWARD SHIFMAN
  - C. REQUEST TO AUTHORIZE PAYMENT TO MMRMA
  - D. CONFLICT OF INTEREST POLICY (*referred from the 4-12-07 Full Board Meeting*)
  - E. Discussion of the MAC Letter Regarding SOS Organ Donor Registry (*referred from the 4-12-07 Full Board Meeting*)
  
- 8) **BUDGET AMENDMENTS / APPROPRIATION TRANSFERS**  
(*requiring Board approval*)
  - A. Prosecuting Attorney's Office
  - B.
  - C.
  - D.
  
- 10) **OTHER BUSINESS:**
  - A.
  - B.
  - C.
  
- 11) **PUBLIC TIME –** Citizens Comments, etc.

**CLOSED SESSION**      (*if needed*)

**ADJOURN...**

**COMMITTEE OF THE WHOLE**  
**April 5, 2007**  
**8:15 a.m.**

Chairman Taylor called the meeting to order at 8:21 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 Linda M. Jarvis, Ian Kempf, Lenny Schneider\*, Cheryl A. Clark, Dyle Henning, Dave Taylor

Excused: Commissioner Gary Roy

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

The draft minutes of the March 22, 2007 Committee of the Whole Meeting were briefly reviewed.

Motion by Schneider, supported by Kempf, to approve the draft minutes from the March 22, 2007 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** –Bob Gilling commented on the Soil Erosion and Sedimentation Department.

John Biscoe, County Controller/Administrator gave an update regarding the State's financial situation. He recommended that the County start taking initial precautionary steps to prepare for potential cash flow deficiencies, and that he has already requested that Buildings and Grounds put a hold on capital expenditures. Mr. Biscoe also noted that the department heads should be reminded that if they are advised by Lansing, that a budget is cut, eliminated or reduced, that they need to take immediate action in compliance with the Budget Resolution

Sally Eilersen, County Treasurer, presented information regarding the possibility of no self funding this year, and that the County may have to borrow due to delinquent taxes.

It was the consensus of the Committee to have Administration draft recommended motions pertaining to a hiring freeze, training expenditures, and borrowing if needed.

\*Commissioner Schneider excused. 9:08 a.m.

Emil Joseph Jr., Friend of the Court presented information related to an interdepartmental agreement with the Sheriff's Department for bench warrant enforcement services. Discussion followed.

Phil Kaatz, Lapeer County Extension Director, requested approval of the Service Improvement request for the Family & Consumer Sciences Position and the 4-H Educator Position. Lengthy discussion followed.

Motion by Clark, supported by Henning, to recommend to the Full Board, to transfer \$3,820.00 out of contingencies to fund a 2% increase for the Family & Consumer Sciences Position and the 4-H Educator Position; and further, that the other funding is to come from within the MSU Extensions budget.

Discussion followed. Commissioner Henning noted that he feels awkward because he is the former MSU Extension Director.

Motion by Kempf, supported by Clark, to amend the previous motion to include a review from Administration of the true benefit package of these positions to be sure it is in compliance with the contract. Motion carried.

Vote on main motion. Motion carried.

Motion by Clark, supported by Kempf, to recommend to the Full Board, to authorize the Sheriff's Department to purchase DARE graduation supplies and DARE bowling prizes from Tee's Plus and DARE America; to be paid from line item 266-304-730 010 and 266-304-730.055 as budgeted for 2006-2007. Motion carried.

Motion by Clark, supported by Kempf, to recommend to the Full Board, to approve the following budget amendment as submitted by the Sheriff's Department:

Increase 267-344-821.010 (Enforcement Expense)	by	\$2,000.00
Increase 267-334-657 010 (Court Ordered Forfeitures)	by	\$2,000.00

Motion carried.

Lori Curtiss, Juvenile Court Administrator requested approval of a contract with Justice Benefits, Inc. which would allow Probate/Family Court-Juvenile Division to be a pilot county in the Title IV-E Administration Claims

Motion by Clark, supported by Kempf, to refer the contract between Justice Benefits, Inc. and the Probate/Family Court-Juvenile Division to the April 12, 2007 Regular Board Meeting. Motion carried.

Motion by Clark, supported by Kempf, to recommend to the Full Board, to approve the following transfer of the 2<sup>nd</sup> quarter appropriation for the Health Department:

\$120,342.00 from 101-990-999 221 to 221-990-695.010 (General Fund)
\$ 11,859.75 from 101-990-999.224 to 224-990-695 010 (Animal Control)

Motion carried.

Motion by Clark, supported by Kempf, to recommend to the Full Board, to approve the following transfer of the 2<sup>nd</sup> quarter appropriation for the Health Department:

\$18,379.50 from 101-990-999.221 to 221-990-695 013 (Jail Nurse)
--

Motion carried.

Motion by Clark, supported by Kempf, to recommend to the Full Board, to approve the following transfer of the 3<sup>rd</sup> quarter appropriations for the Health Department:

\$122,215.16 from 276-990-999.223 to 223-990-695.010 (VAAA Contract)

Motion carried.

Motion by Clark, supported by Kempf, to recommend to the Full Board, to approve the following transfer of the Health Department's Liquor Tax appropriation:

\$152,538.00 from 101-990-999.219 to 221-990-695.011

Motion carried.

Motion by Clark, supported by Kempf, to recommend to the Full Board, to adopt the amended 2007 Fund 276 budget for the old Department of Senior Activities Programs per 2007 adopted budget moved into Fund 223, as submitted by the Health Department. Motion carried.

Motion by Clark, supported by Kempf, to refer the payment to the Lapeer Area Chamber of Commerce to renew Membership for Fiscal Year (FY) 2007 to the May 31, 2007 Committee of the Whole Meeting. Motion carried.

Motion by Clark, supported by Jarvis, to recommend to the Full Board, to approve the three page revised budget for Fiscal Year (FY) 2006-2007, as submitted by Lapeer County Community Mental Health. Motion carried.

Motion by Clark, supported by Jarvis, to recommend to the Full Board, to approve the following budget amendment as submitted by the Sheriff's Department:

Increase	101-301-656-040 (B.D. Rest.)	by	\$15,000.00
Increase	101-301-802.005 (Blood Draws)	by	\$15,000.00

Motion carried

Motion by Clark, supported by Jarvis, to recommend to the Full Board, to approve the following budget amendment as submitted by the Department of Buildings and Grounds:

Increase	259-264-664.080 (Rent 274 Cedar)	by	\$7,260.00
Increase	259-264-664.090 (Rent 264 Cedar)	by	\$5,500.00
Increase	259-264-664-095 (Rent 266 Cedar)	by	\$13,500.00
Increase	259-264-730.060 (R & M Supplies)	by	\$5,000.00
Increase	259-264-920.000 (Utilities)	by	\$10,000.00
Increase	259-264-930.020 (Care & Maint)	by	\$5,630.00
Increase	259-264-775.100 (R & M Cedar)	by	\$5,630.00

Motion carried

Mike Partlo, Community Development Coordinator asked about the pending discussion regarding the privatization of Soil Erosion and Sedimentation. Discussion followed.

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

**PUBLIC TIME** – Ray Clements commented on the Soil Erosion and Sedimentation Department.

It was noted that the April 12, 2007 Regular Board Meeting will be at the Medical Care Facility (Suncrest) at 7:30 p.m.

Motion by Clark, supported by Kempf, to adjourn the meeting 10:42 a.m.

---

David Taylor, Chairman  
Committee of the Whole



CDBG Grant #: **MSC-2007-0751-HOA**

Effective Date: **1/1/2007**

Source of Funds: **CDBG Federal – CFDA #14.228**

**CDBG GRANT AGREEMENT**

**BETWEEN**

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**AND**

**LAPEER COUNTY**

Revised 08/01/06

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

GRANT AGREEMENT BETWEEN

THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY  
AND  
LAPEER COUNTY

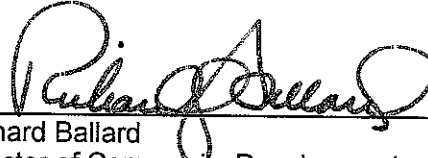
I. GRANT OFFER

The Michigan State Housing Development Authority (the "Authority"), acting pursuant to Community Development Act Of 1974, as amended (the "Act"), hereby offers to Lapeer County (hereinafter the "Grantee"), grant assistance subject to the availability of federal Community Development Block Grant (CDBG) funds, terms, conditions, and limitations as set forth herein.

The maximum amount of grant assistance hereby offered is \$300,000.

The term of work performance by the Grantee under this grant agreement is 1/1/2007 to 12/31/2008. The Authority will provide CDBG funds for the Grantee's eligible expenses in accordance with the attached Conditions.

Dated this 3rd day of April, 2007.



Richard Ballard  
Director of Community Development  
Office of Community Development

The foregoing Grant Offer is hereby accepted and it is agreed that the funds provided will be used only as set forth in the Grant Agreement.

Dated this 11th day of April, 2007.

WITNESSED BY: LAPEER COUNTY

  
Witness Signature  
Authorized Official Signature

David Taylor, Chairman, Lapeer BOC  
Type Name and Title of Authorized Official

## II. GRANT TERMS

The Authority and the Grantee agree as follows:

1. The Grantee shall implement or continue the activities within the projected budget and time frame and in accordance with any special terms and conditions for funding more specifically described and stated in "Exhibit A", which is attached and incorporated herein by reference.
2. The Grantee shall:
  - a. Expend all CDBG program funds in accordance with the requirements of 24 CFR 570 pertaining to eligible project costs for the CDBG program.
  - b. Comply with all the requirements now or hereafter in effect for Title II of the Community Development Act of 1974, the CDBG program, and the regulations appearing at Section 24, Part 570 of the Code of Federal Regulations (24 CFR 570 et seq.), including, but not limited to, the assurances and certifications contained in Section 29 of this Agreement.
  - c. Comply with such further statutory, regulatory, and contractual requirement(s) now or hereafter in effect as may be applicable to the receipt and expenditure of CDBG Funds, as administered by the U.S. Department of Housing and Urban Development and the Authority.
  - d. Utilize grant funds for the approved activities (excluding administration) at the following minimum expenditure rate:
    - 15% expended by the end of the 2nd quarter of grant term; and
    - 40% expended by the end of the 4th quarter of grant term; and
    - 75% expended by the end of the 6th quarter of grant term.

Funds not expended in accordance with this schedule may be recaptured by the Grant Administrator.
3. **Effective Date**. The effective date of this Agreement is 1/1/2007. Unless otherwise extended, suspended, or terminated by the Authority, this Agreement shall remain in effect until such time as the Grantee has (1) expended or returned to the Authority the funds authorized hereunder; and (2) met all terms and conditions for the receipt of funds pursuant to this Agreement.
4. **Disbursement of Funds**. The Grantee agrees that disbursement(s) under this Agreement shall be made in accordance with Authority established schedules and procedures. The Grantee further agrees that in the event no funds are disbursed within six (6) months of the effective starting date as stated in Paragraph 3 above, the funds authorized pursuant to this Agreement shall be subject to recapture by the Authority. Further, in no event will a disbursement or further disbursements be made after a notice by the Authority of a violation of this Agreement, which violation has not been corrected to the satisfaction of the Authority.
5. **Advancement of Funds**. If an advance of funds is made pursuant to this Agreement for a specific purpose and is not used by the Grantee for that purpose due to conditions that make it impossible to use as provided herein, or if the Grantee decides not to use the money, upon such disbursal or upon such decision, the Grantee shall return advance to the Authority immediately.

6. **Availability of Funds**. The State of Michigan CDBG Housing Program awards funds based upon year-to-date federal appropriations from HUD. Further, all authority CDBG funding is subject to the availability of funds since the Housing Program is dependent upon federal appropriations and/or rescissions. Therefore, it is possible grants could be reduced accordingly on a unilateral basis.
7. **Increase of Funds**. The Grantee agrees that the Authority may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under this Agreement by amending the program description, program budget, and special conditions contained in Exhibit A. The Grantee further agrees that any such increases shall be governed by the terms of this Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure the funds as administered by HUD or the Authority.
8. **Monitoring**. The Grantee agrees that the Authority may, at the Authority's discretion, audit the Grantee for compliance with the terms and conditions of this Agreement. The Grantee further agrees to provide any books, records, or other documentation in such form and at such place as the Authority may request.
9. **Records Retention Period**. The Grantee shall retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years. The retention period shall commence from the date that the Grantee's final audit and report are approved by the Authority.
10. **Reporting Schedule**. The Grantee shall prepare and submit reports and documents relating to and supportive of the activities described in Exhibit A as the Authority may require.

**TYPE OF REPORT**

**DUE DATE**

A. Accounting Certification	Prior to disbursement of funds.
B. Financial Status Reports (FSR) commonly referred to as "payment requests".	The 15 <sup>th</sup> of the month following the report period. Payment requests should be submitted at least quarterly but not more than monthly.
C. Interim and Final OMB A-133 Audit reports or Financial Statements.	Nine months after OMB A-133 Audit or independently prepared financial statements by a certified public accountant are published for the grantee's fiscal year end in which the funds governed by this agreement have been expended.

11. All reports, correspondence, and documents required under this Agreement shall be submitted to:

Program Manager/Address: Carolyn Cunningham  
Acting Director, Housing Resource Fund  
Michigan State Housing Development Authority  
Office of Community Development  
735 East Michigan Avenue, PO Box 30044  
Lansing, MI 48909

Grantee/Address: David Taylor, County Chairperson  
Lapeer County  
Board of Commissioners  
255 Clay Street  
Lapeer, MI 48446-0000

12. **Procurement**. The Grantee shall ensure that all procurement transactions shall be conducted in a manner that provides for maximum open and free competition.
13. **Reasonable Costs**. The Grantee hereby agrees that payment for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished.
14. **Cost Overruns**. All cost overruns shall be the responsibility of the Grantee.
15. **General Compliance**. All aspects of the Grantee's plan for the use of funds authorized pursuant to the terms and conditions of this Agreement, including, but not limited to, all supporting documents, site plans, design plans and specifications, shall be subject to review by Authority staff to ensure compliance with Authority, state and federal guidelines, standards and criteria and shall not be altered without prior written approval from the Authority.
16. **Records Review**. The Grantee hereby agrees that all aspects of the activities described in Exhibit A and all documents relating to and supportive of said activities, including, but not limited to, specifications and reports of funds expended, shall be freely available to the Authority or its authorized representatives for review by the Authority to ensure conformity with the terms of this Agreement.
17. **Contractors and Subcontractors**. The Grantee, all contractors and subcontractors shall ensure that any construction, rehabilitation, or conversion implemented pursuant to the terms and conditions of this Agreement will be sufficient to effect decent, safe and sanitary conditions and meet all applicable local building codes.
18. The Grantee, all contractors and subcontractors shall ensure that all precautions are exercised at all times for the protection of persons and property, and shall observe the safety provisions of all applicable laws and building and construction codes.
19. The Grantee, all contractors and subcontractors shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.
20. The Grantee, all contractors and subcontractors shall maintain during the term of this Agreement public liability, property damage, and worker's compensation insurance insuring the interests of all parties to this Agreement against any and all claims which may arise out of the Grantee's or contractor's or subcontractor's operations under this Agreement.

21. **Discrimination**. The Grantee agrees that all activities assisted pursuant to the terms and conditions of this Agreement shall be open to all regardless of age, height, weight, marital status, sex, race, religion, or creed and that all contractors, subcontractors, and lending institutions involved shall take affirmative action to assure an equal opportunity for employment and borrowing, without discrimination as to age, height, weight, marital status, sex, race, religion, or creed.
22. **Conflict of Interest**. If any member of the Grantee's Board of Directors or staff has an identity of interest with (a) any of the staff persons hired, (b) any of the persons or households to be assisted directly or indirectly with the funds, or (c) the persons and/or businesses retained to perform technical services hereunder or with persons or businesses providing supplies or services for which funds are being advanced under this Agreement in the form of 10% or more voting stock in such business, or interest as a director or officer of such business, or financial interest directly or indirectly in an amount of 10% or more, or in the form of common immediate family membership, the Grantee shall make written disclosure of the nature and extent of the relationship to the Authority prior to contracting with such persons and/or businesses. The Grantee further agrees not to enter into any contractual relation with any of the persons or entities listed above unless it has received written approval from the Authority.
23. **Liability**. The Authority, the State of Michigan, their officers, agents, and employees shall not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under this Agreement; nor, or for any injury or damages to any person whether an employee of the Grantee or otherwise, or for damage to any materials, equipment, or other property that may be used or employed in connection herewith.
24. **Hold Harmless**. The Grantee agrees to indemnify, defend, and hold harmless the Authority, the State, their officers, agents, and employees from any and all claims and losses occurring or resulting, to any and all Grantees, contractors, subcontractors, materials providers, laborers, and any other person, firm, or Grantee furnishing or supplying work, services, materials or supplies in connection with negligent performance under this agreement, and from any and all claims and losses by any person, firm, or Grantee who may be injured or damaged by the Grantee's contractor's or subcontractor's negligence in the performance of this Agreement; and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy.
25. **Violations of Grant Agreement**. The Authority reserves the right to pursue all remedies available to it to cure any violation of this Agreement. In the event the Grantee violates any of the provisions of this Agreement, The Authority shall notify the Grantee and give a 30-day period for the Grantee to correct the violation. In the event the violation is not corrected to the satisfaction of the Authority, within the time prescribed herein, this Agreement may be terminated forthwith by the Authority.
26. **Suspension of Grant**. If the Grantee has failed to comply with this Agreement, or in the event that funds are no longer available to the Authority, on reasonable notice to the Grantee, the Authority may suspend the grant and prevent further electronic funds transfer or prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee, resumption of funding from, or a decision to terminate in accordance with this Agreement. The Authority shall reimburse the Grantee for all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

27. **Termination for Cause**. The Authority may terminate this Agreement, in whole or in part, at any time before the date of completion, if the Authority determines that the Grantee has failed to comply with the conditions of this Agreement or in the event that funds are no longer available to the Authority. The Authority shall promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the Authority shall be in accordance with the legal rights and liabilities of the parties.
28. **Termination for Convenience**. The Authority or the Grantee may terminate this Agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Authority shall pay from available Grant funds; the Grantee's share of the non-cancelable obligations, properly incurred by the Grantee prior to termination.
29. **Remedies**. The Grantee hereby agrees that the election of the Authority to pursue any of the remedies set forth herein shall not be construed to preclude or be a waiver of the right to pursue any of the other remedies.
30. **Specific Compliance Requirements**. The Grantee hereby assures and certifies compliance with the statutes, rules, regulations, and guidelines associated with the acceptance and use of funds under the CDBG program as implemented pursuant to regulations contained in 24 CFR Part 570 and as administered by the Authority on behalf of the State of Michigan. Such assurances and certifications include, but are not limited to, the following:
- a. The execution of this Agreement is authorized under State and local statutes, and the Grantee possesses the legal authority to implement the CDBG program described herein and in accordance with regulations contained in 24 CFR Part 570 et. seq.
  - b. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.426, and HUD CPD Notice 04-11 to assure that any repayment, interest, and other program income shall be returned to the Authority. However, County CDBG Allocation Grantees may be eligible to retain CDBG program income if they meet HUD requirements and MSHDA Office of Community Development (OCD) requirements as outlined in OCD Policy Bulletin #4 – "HOME, CDBG, & MSHDA Program Income and Its Appropriate Use."
  - c. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.904 pertaining to equal opportunity and fair housing.
  - d. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.606 pertaining to displacement, relocation, acquisition, and replacement housing.
  - e. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.608 and 24 CFR Part 35 pertaining to the testing for and abatement of lead-based paint in HUD-associated housing.
  - f. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.611 pertaining to conflict of interest.

- g. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.605 pertaining to flood insurance.
  - h. The Grantee shall implement its CDBG program in conformance with the requirements of 24 CFR 570.489(c) to assure that no funds available under this agreement are requested until funds are needed for payment of eligible costs. Further, the amount requested must be limited to the amount needed.
  - i. The Grantee shall comply with all other requirements of the CDBG Program which may be now or hereafter applicable to a CDBG Grantee as determined by the Authority pursuant to the requirements of 24 CFR 570 et. seq.
  - j. The Grantee acknowledges and agrees that the housing quality standards for units assisted with CDBG program funds must, at a minimum, meet the housing quality standards contained in 24 CFR 570.251 for the duration of this Agreement.
31. The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions thereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**Community Development Block Grant Agreement**

**Exhibit A**

Term of Grant: 1/1/2007 to 12/31/2008

Budget:

Component/Activity	Funds Awarded	Leverage Funds	Total
Administrative Costs: Administrative Costs	\$54,000	\$0	\$54,000
Homeowner Assistance: Rehabilitation	\$246,000	\$61,500	\$307,500
<b>TOTALS</b>	\$300,000	\$61,500	\$361,500

**Program Description:**

Lapeer County will use grant funds for Homeowner Rehabilitation. This project will include administrative costs. Lapeer County will rehabilitate 10 owner-occupied homes within the County of Lapeer.

**Special and Pre-Disbursement Conditions:**

There are no additional Special or Pre-Disbursement Conditions.

4A

**DATE:** April 3, 2007

XXX REQUEST FOR ACTION

       FOR YOUR INFORMATION

       REQUEST FOR INFORMATION

**TO:** LAPEER COUNTY BOARD OF COMMISSIONERS

**FROM:** Parks

**SUMMARY OF REQUEST / INFORMATION:** Request to purchase a tabloid sized pullout in the LAView to promote the Wild Lapeer Event on April 28th. Cost of four page pullout is \$2,100, and an eight page pullout is \$3,450. Current revenue received for Wild Lapeer through sponsorships, booths, and advertisements is \$3,035, with a total of \$4,385 committed to date. Current plans are to purchase a four page pullout, however, if enough sponsorships are obtained the plan is to purchase an eight page pullout.

**BACKGROUND INFORMATION:** Wild Lapeer is event celebrating Earth Day. The event was started four years ago and last year over 1,500 visitors attended. This is the first year that Lapeer County Parks is managing the event and we are expanding it to include outdoor recreation in Lapeer, as well as the traditional environmental celebration associated with Earth Day. The event is planned to carry over about \$1,000 to \$2,000 from year to year to help with the event, with yearly costs estimated between \$5,500 and \$7,000 depending on revenue produced.

**CONTACT PERSON(S):** Ken Elwert

**SUPPORTING DOCUMENTS:**

**DRAFT MOTION:** : I move to authorize Lapeer County Parks to purchase a tabbed advertising section from the LAView newspaper to promote the Wild Lapeer Event up to \$3,450 from account 208-698-831-000.

ATTACHMENTS YES        NO   X

4B

DATE: April 12, 2007

XX REQUEST FOR ACTION

\_\_\_\_\_ FOR YOUR INFORMATION

\_\_\_\_\_ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Lapeer County Parks

SUMMARY OF REQUEST/INFORMATION:

For County Parks fund 208 to receive the first 40% (\$100,000) of the anticipated 2007 Annual County Appropriation.

ADDITIONAL INFORMATION:

Contact Person(s): Ken Elwert

Background Information:

Supporting Documents:

Draft Motion:

I move that the first 40% (\$100,000) of the 2007 anticipated appropriation for County Parks fund 208 be transferred

Attachments Yes \_\_\_\_\_ No X

From 101-990-999, 208

To 208-990-695 010

4c

DATE: April 12, 2007

XX REQUEST FOR ACTION

\_\_\_\_\_ FOR YOUR INFORMATION

\_\_\_\_\_ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Parks

SUMMARY OF REQUEST/INFORMATION:

Request to realign 2007 budget based on predicted decrease in revenue based on five year attendance/revenue averages as well as adjust for structural staffing changes involved in eliminating one full-time position and replacing with seasonal management

ADDITIONAL INFORMATION:

Requesting \$13,000 additional appropriation (total yearly \$263,000) to cover predicted revenue decrease and also to cover increases in full-time salary and health care

Requested amendment will amount in approximately \$7,000 LESS in expenditures than last year's original budget.

Contact Person(s): Ken Elwert

Background Information:

Supporting Documents: Budget Amendment Form

Draft Motion:

I move to approve the attached eight page budget amendment for Parks fund 208.

Attachments Yes X No \_\_\_\_\_

LAPEER COUNTY

RECEIVED : \_\_\_\_\_

BUDGET AMENDMENT FORM

REVIEWED : \_\_\_\_\_

FUND NAME : Parks

FORWARDED: \_\_\_\_\_

ORIGINATOR: Sandy Best

RETURNED : \_\_\_\_\_

ACCOUNT NUMBERS		DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY						
208	698	620 000	TZ Concession	27,500.00		1,500.00	26,000.00
208	698	620 010	TZ Wetlands	145,000.00		3,000.00	142,000.00
208	698	620 050	SQ Mill Race & Con	47,800.00		2,800.00	45,000.00
208	698	620 060	SQ Winter	4,800.00		2,300.00	2,500.00
208	698	664 090	Cottage	6,875.00		875.00	6,000.00
208	698	694 000	Other	7,209.00		1,459.00	5,750.00
208	698	542 000	State Grant Reimbu	4,000.00		4,000.00	0.00
208	100	400 100	Beginning fund Bal	5,000.00		5,000.00	0.00
208	100	700 100	Contingencies	4,986.00		4,986.00	0.00
208	990	695 010	Appropriation	250,000.00	13,000.00		263,000.00

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

COMPUTER ENTRY BY: Sandy Best

DEPT. HEAD: Ken Clwert

MOTION #: \_\_\_\_\_ DATE ENTERED : \_\_\_\_\_

LAPEER COUNTY

BUDGET AMENDMENT FORM

RECEIVED : \_\_\_\_\_

REVIEWED : \_\_\_\_\_

FORWARDED: \_\_\_\_\_

RETURNED : \_\_\_\_\_

FUND NAME : Parks

ORIGINATOR: Sandy Best

ACCOUNT NUMBERS		DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY ACCOUNT						
208	691 715 000	Social Security	5,584.00			354.00	5,230.00
208	691 716 000	Health Insurance	15,840.00		2,653.00		18,493.00
208	691 717 000	Life Insurance	156.00			1.00	155.00
208	691 718 000	Retirement	8,679.00			130.00	8,549.00
208	691 719 000	Unemployment Insur	90.00			5.00	85.00
208	691 722 000	Workers Compens	1,801.00			114.00	1,687.00
208	691 723 000	Post Employ Health	720.00			370.00	350.00
208	691 728 000	Postage	800.00		200.00		1,000.00
208	691 729 000	Printing	268.00			268.00	0.00
208	691 730 000	Office Supplies	1,100.00		900.00		2,000.00

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

COMPUTER ENTRY BY: Sandy Best

DEPT. HEAD: \_\_\_\_\_ MOTION #: \_\_\_\_\_ DATE ENTERED :

**LAPEER COUNTY**

**BUDGET AMENDMENT FORM**

RECEIVED : \_\_\_\_\_

REVIEWED : \_\_\_\_\_

FORWARDED: \_\_\_\_\_

RETURNED : \_\_\_\_\_

FUND NAME : Parks

ORIGINATOR: Sandy Best

ACCOUNT NUMBERS		DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND ACTIVITY	ACCOUNT						
208	691	744 000	Gas, Oil, Grease	200.00		200.00	0.00
208	691	802 000	Health Services	0.00	100.00		100.00
208	691	850 000	Telephone	600.00	400.00		1,000.00
208	691	860 000	Pool Car Mileage	425.00	175.00		600.00
208	691	900 000	Advertisements	3,400.00		464.00	2,936.00
208	691	703 000	Salary, Supervisor	52,790.00		444.00	52,346.00
208	691	942 000	Vehicle Cost Alloca	3,750.00	750.00		4,500.00
208	691	956 000	Education and Train	1,400.00	1,100.00		2,500.00
208	691	957 000	Memberships & Per	2,250.00	250.00		2,500.00
208	698	730 035	Recreation Supplie	250.00	350.00		600.00

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

COMPUTER ENTRY BY: Sandy Best

DEPT. HEAD: \_\_\_\_\_ MOTION #: \_\_\_\_\_ DATE ENTERED : \_\_\_\_\_

LAPEER COUNTY

RECEIVED : \_\_\_\_\_

BUDGET AMENDMENT FORM

REVIEWED : \_\_\_\_\_

FUND NAME : Parks

FORWARDED: \_\_\_\_\_

ORIGINATOR: Sandy Best

RETURNED : \_\_\_\_\_

ACCOUNT NUMBERS		DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND ACTIVITY	ACCOUNT						
208	698 730 040	Concession Invento	11,000.00			1,000.00	10,000.00
208	698 730 050	Visitor Control Supp	896.00		104.00		1,000.00
208	698 743 000	Uniforms	300.00		400.00		700.00
208	698 831 000	Activity Programs	1,000.00		4,750.00		5,750.00
208	698 900 020	Signage	450.00		550.00		1,000.00
208	723 703 010	Wages, Supervisory	35,801.00		622.80		36,423.80
208	723 704 000	Wages, Seasonal	41,783.00		8,226.00		50,009.00
208	723 714 000	Medicare	1,125.00		118.00		1,243.00
208	723 715 000	Social Security	4,810.00		504.00		5,314.00
208	723 716 000	Health Insurance	7,920.00		1,213.00		9,133.00

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

COMPUTER ENTRY BY: Sandy Best

DEPT. HEAD: \_\_\_\_\_ MOTION #: \_\_\_\_\_ DATE ENTERED : \_\_\_\_\_

LAPEER COUNTY

RECEIVED : \_\_\_\_\_

BUDGET AMENDMENT FORM

REVIEWED : \_\_\_\_\_

FUND NAME : Parks

FORWARDED: \_\_\_\_\_

ORIGINATOR: Sandy Best

RETURNED : \_\_\_\_\_

ACCOUNT NUMBERS		DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND ACTIVITY	ACCOUNT						
208	723 717 000	Life Insurance	78.00			1.00	77.00
208	723 718 000	Retirement	3,867.00		68.09		3,935.09
208	723 719 000	Unemployment Ins	78.00		9.00		87.00
208	723 722 000	Worker's Compen	1,552.00		163.00		1,715.00
208	723 723 000	PEH	360.00			10.00	350.00
208	723 730 020	Janitorial Supplies	550.00			50.00	500.00
208	723 730 045	Pool Chemicals	1,000.00		2,000.00		3,000.00
208	723 730 060	Repair & Maint supp	750.00		250.00		1,000.00
208	723 743 000	Uniforms	120.00		280.00		400.00
208	723 744 000	Gas, Oil, Grease	3,000.00		300.00		3,300.00

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

COMPUTER ENTRY BY: Sandy Best

DEPT. HEAD: \_\_\_\_\_ MOTION #: \_\_\_\_\_ DATE ENTERED : \_\_\_\_\_

LAPEER COUNTY

RECEIVED : \_\_\_\_\_

BUDGET AMENDMENT FORM

REVIEWED : \_\_\_\_\_

FUND NAME : Parks

FORWARDED: \_\_\_\_\_

ORIGINATOR: Sandy Best

RETURNED : \_\_\_\_\_

ACCOUNT NUMBERS		DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY ACCOUNT						
208	724 715 000	Social Security	8,379.00			889.00	7,490.00
208	724 716 000	Health Insurance	15,840.00			6,480.00	9,360.00
208	724 717 000	Life Insurance	156.00			78.00	78.00
208	724 718 000	Retirement	8,254.00			3,867.00	4,387.00
208	724 719 000	Unemployment Insur	134.00			12.00	122.00
208	724 722 000	Workers Compensa	2,702.00			286.00	2,416.00
208	724 723 000	PEH	720.00			360.00	360.00
208	724 730 045	Pool Chemicals	4,000.00		500.00		4,500.00
208	724 730 060	Repair & Main Supp	3,000.00			300.00	2,700.00
208	724 743 000	Uniforms	150.00		350.00		500.00

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

COMPUTER ENTRY BY: Sandy Best

DEPT. HEAD: \_\_\_\_\_ MOTION #: \_\_\_\_\_ DATE ENTERED : \_\_\_\_\_

LAPEER COUNTY

RECEIVED : \_\_\_\_\_

BUDGET AMENDMENT FORM

REVIEWED : \_\_\_\_\_

FUND NAME : Parks

FORWARDED: \_\_\_\_\_

ORIGINATOR: Sandy Best

RETURNED : \_\_\_\_\_

ACCOUNT NUMBERS		DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY ACCOUNT						
208	724 744 000	Gas, Oil, Grease	1,500.00		1000.00		2,500.00
208	724 850 000	Telephone	800.00			50.00	750.00
208	724 920 000	Utilities	10,000.00		2,250.00		12,250.00
208	724 930 020	Grounds Care & Ma	3,000.00		1,300.00		4,300.00
208	724 934 000	Rubbish Removal	2,200.00			1,000.00	1,200.00
208	724 977 000	Machinery & Equipm	1,000.00			750.00	250.00
208	723 707 000	Overtime	0.00		250.00		250.00
208	691 714 000	Medicare	1,306.00			82.00	1,224.00
208	691 704 000	Wages, Employees	37,269.00			5,275.00	31,994.00

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

COMPUTER ENTRY BY: Sandy Best

DEPT. HEAD: \_\_\_\_\_ MOTION #: \_\_\_\_\_ DATE ENTERED : \_\_\_\_\_

4D

DATE: April 12, 2007

XX REQUEST FOR ACTION

\_\_\_\_\_ FOR YOUR INFORMATION

\_\_\_\_\_ REQUEST FOR INFORMATION

TO: Lapeer County Board of Commissioners

FROM: Parks

SUMMARY OF REQUEST/INFORMATION:

Request approval of budget amendment for fund 209 (the Polly Ann Trail). Based on the Memorandum of understanding signed with the State late in October of 2006, the State allows for up to \$20,000 in reimbursable expenses for the Polly Ann Trail. Approximately \$3,500 of this covers county park's staff time, the remainder goes back to maintaining and repairing the trail.

ADDITIONAL INFORMATION:

Contact Person(s): Ken Elwert



Background Information:

Supporting Documents: Budget Amendment Form

Draft Motion:

I move to approve the budget amendment submitted by the Parks Department for Fund 209 (Polly Ann Trail).

Attachments Yes X No \_\_\_\_\_

LAPEER COUNTY

BUDGET AMENDMENT FORM

RECEIVED : \_\_\_\_\_

REVIEWED : \_\_\_\_\_

FORWARDED: \_\_\_\_\_

RETURNED : \_\_\_\_\_

FUND NAME : Polly Ann Trail

ORIGINATOR: Sandy Best

ACCOUNT NUMBERS		DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
FUND	ACTIVITY ACCOUNT						
209	698 703 000	Wages			\$ 2,468.40		
209	698 714 000	Medicare			\$ 36.00		
209	698 715 000	Social Security			\$ 154.80		
209	698 716 000	Health Insurance			\$ 519.60		
209	698 718 000	Retirement			\$ 284.40		
209	698 722 000	Workmens Comp			\$ 52.80		
209	698 813 000	Contracted Services			\$ 10,900.00		
209	698 977 000	Machinery & Equip			\$ 5,584.00		
209	698 723 000	PEHB					
209	698 542 000	State Grant Revenue				\$ 20,000.00	

**ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!**

*Ken Elwert*

DEPT. HEAD: \_\_\_\_\_ MOTION #: \_\_\_\_\_

COMPUTER ENTRY BY:

DATE ENTERED:

LAPEER COUNTY SHERIFF'S OFFICE

5A

<b>DATE:</b>	March 30, 2007
--------------	----------------

<input checked="" type="checkbox"/>	<b>REQUEST FOR ACTION</b>
<input type="checkbox"/>	<b>FOR YOUR INFORMATION</b>
<input type="checkbox"/>	<b>REQUEST FOR INFORMATION</b>

<b>TO:</b>	LAPEER COUNTY BOARD OF COMMISSIONERS
<b>FROM:</b>	LAPEER COUNTY SHERIFF'S OFFICE
<b>CONTACT PERSON:</b>	UNDERSHERIFF RAPSON

<b>SUMMARY OF REQUEST / INFORMATION:</b>
AUTHORIZATION TO PURCHASE 2 ALL-WEATHER BENCHES AND A TRASH RECEPTACLE FOR THE JAIL ENTRANCE.

<b>BACKGROUND INFORMATION:</b>

<b>DRAFT MOTION:</b>
Motion by _____, supported by _____, to authorize the Sheriff's Department to purchase 2 benches and a trash receptacle from Up Beat, Inc. At a cost of \$1,175 plus shipping and handling to be deducted from Inmate services 266-351-810-070.

<b>ATTACHMENTS:</b>	<input type="checkbox"/>	<b>YES</b>	<input checked="" type="checkbox"/>	<b>NO</b>
---------------------	--------------------------	------------	-------------------------------------	-----------

LAPEER COUNTY SHERIFF'S OFFICE

5B

<b>DATE:</b>	April 10, 2007
--------------	----------------

<input checked="" type="checkbox"/>	<b>REQUEST FOR ACTION</b>
<input type="checkbox"/>	<b>FOR YOUR INFORMATION</b>
<input type="checkbox"/>	<b>REQUEST FOR INFORMATION</b>

<b>TO:</b>	LAPEER COUNTY BOARD OF COMMISSIONERS
<b>FROM:</b>	LAPEER COUNTY SHERIFF'S OFFICE
<b>CONTACT PERSON:</b>	UNDERSHERIFF RAPSON / LT. GARY PARKS

**SUMMARY OF REQUEST / INFORMATION:**

REQUEST AUTHORIZATION TO PURCHASE AN ELECTRIC HEATING/COOLING UNIT FOR THE DIVE TEAM STORAGE AREA/OFFICE LOCATED IN THE SHERIFF'S DEPARTMENT POLE BARN.

**BACKGROUND INFORMATION:**

DEPARTMENT DIVERS HAVE WET AND DRY SUITS THAT ARE REQUIRED TO BE DRIED AND STORED AFTER USE. THE DIVERS HAVE A SMALL ROOM IN THE BACK OF THE DEPARTMENT'S POLE BARN THAT IS USED FOR AN OFFICE AND FOR STORAGE. IT CAN ALSO BE USED FOR DRYING AND STORING DIVE SUITS. THE ROOM, HOWEVER, REQUIRES HEATING IN THE WINTER AND COOLING IN THE SUMMER IF IT IS TO BE USED TO DRY AND STORE WET/DRY SUITS.

DAN HERRINGTON FROM THE BUILDINGS AND GROUNDS DEPARTMENT INVESTIGATED THE DIVE ROOM'S REQUIREMENTS AND RECOMMENDED THE PURCHASE OF A HEATING/COOLING UNIT FROM GRANGER'S MAINTENANCE AT A COST OF \$975 PLUS SHIPPING AND HANDLING. THE BUILDINGS & MAINTENANCE STAFF CAN INSTALL THE UNIT.

DRUG FORFEITURE MONEY IS APPROVED AND AVAILABLE FOR THIS PURPOSE.

**DRAFT MOTION:**

MOTION BY \_\_\_\_\_, SUPPORTED BY \_\_\_\_\_, TO AUTHORIZE THE SHERIFF'S DEPARTMENT TO PURCHASE A HEATING/COOLING UNIT FOR THE DIVE TEAM STORAGE ROOM/OFFICE FROM GRANGER'S AT A COST OF \$975 PLUS SHIPPING AND HANDLING TO BE DEDUCTED FROM THE SHERIFF'S DEPARTMENT DRUG FORFEITURE FUND.

from line item 267-301-821.010

<b>ATTACHMENTS:</b>		<b>YES</b>	<input checked="" type="checkbox"/>	<b>NO</b>
---------------------	--	------------	-------------------------------------	-----------

5c

**REQUEST FOR ACTION**

Date: April 17,2007  
TO: Lapeer County Board of Commissioners  
From: Lt. James McLain

**SUMMARY OF REQUEST / INFORMATION**

Michigan Department of Transportation has requested enforcement assistance at the new construction zone on M-24 south of the City of Lapeer. MDOT will provide funding (wages/fringes/vehicle cost) for these hours which is 30 hours. This is the continuation of the project that was started last year to make that section of M-24 into a divided highway. The project will last roughly until seasonal suspension late in the fall/winter.

Contact Person (s): Lt James McLain  
Deaneen North

**SUPPORTING DOCUMENTS:**

Attached Local Law Enforcement: Work Zone- Traffic Enforcement Quotation Worksheet

**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to authorize the Sheriff's Department to enter into a contract with the Michigan Department of Transportation for construction work zone enforcement services through November 15, 2007.



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

JENNIFER M. GRANHOLM  
GOVERNOR

KIRK T. STEUDLE  
DIRECTOR

April 10, 2007

Lt. James McLain  
Lapeer County Sheriff Department  
3231 John Conley Drive  
Lapeer, Michigan 48446

Dear Lt. McLain:

The 2007 construction season is about to get underway and with your help we can keep our work zones safe for the motorist and our construction workers. Attached you will find a copy of your contract as well as the descriptions of the work zones that will be within your jurisdiction this upcoming season.

The next step in this process is for the authorized agent to sign and date this contract and send it back to me here at the Davison TSC, 9495 East Potter Road, Davison, MI 48423. With your signature you are agreeing to the terms of this contract as well as your commitment to fulfill this contract.

Upon completion and return of this contract, it is the responsibility of your department to schedule and work the granted hours of this contract. As stated in the contract, the hours must be completed by September 28, 2007. However, we would like for your department to equally disperse the hours you are granted, over the life of the project. There may be some difficulty doing that depending on the phasing and the location of the traffic during the life of the project so please contact us if you have any concern.

I can be reached at (810) 653-7470 or email me at [huizengae@michigan.gov](mailto:huizengae@michigan.gov) and feel free to contact me if you have any additional questions or comments. Thanks for your participation in the program and we look forward to a safe and productive construction season.

Sincerely,

Evan Huizenga  
Staff Engineer



**DATE:** April 16, 2007

- REQUEST FOR ACTION
- FOR YOUR INFORMATION
- REQUEST FOR INFORMATION

**TO:** Lapeer County Board of Commissioners

**FROM:** Deaneen North

**SUMMARY OF REQUEST / INFORMATION:**

Request new budget for MDOT Construction Work Zone Contract for additional traffic enforcement

Account 266-303

**BACKGROUND INFORMATION:**

This is the second year that MDOT has requested additional patrol to be worked on an overtime basis during the construction work zone season.

**CONTACT PERSON(S):** Undersheriff Rapson  
Lt. McLain

**SUPPORTING DOCUMENTS:**

Copy of Work Zone Contract

**DRAFT MOTION:**

ATTACHMENTS YES  NO

LAPEER COUNTY SHERIFF'S OFFICE  
BUDGET AMENDMENT FORM

FUND NAME: Law Enforcement/Police Service Contract

266-303

ORIGINATE Sheriff's Department

DATE SUBMITTED: April 16, 2007

DATE RECEIVED:

DATE REVIEWED:

FORWARDED:

RETURNED:

FUND	ACCOUNT NUMBER		DESCRIPTION	ORIGINAL BUDGET	PRIOR AMENDED BUDGET	REQUEST BUDGET INCREASE	REQUEST BUDGET DECREASE	NEW AMENDED BUDGET
	ACTIVITY	ACCNT						
266	303	707.000	Salary, Overtime	\$0.00		\$941.10		\$941.10
266	303	714.000	Medicare	.00		13.65		13.65
266	303	715.000	Social Security	.00		58.35		58.35
266	303	718.000	Retirement	.00		110.49		110.49
266	303	719.000	Unemployment Insurance	.00		.94		.94
266	303	722.000	Workers Compensation	.00		18.82		18.82
266	303	744.000	Gas, oil, grease	.00		557.36		557.36
266	303	542.000	Reimbursement	\$0.00		\$1,700.70		\$1,700.00
			Total			\$1,700.70		\$1,700.70

ALL BUDGET AMENDMENT REQUESTS MUST BALANCE!!!

DEPARTMENT HEAD: *AS*  
DATE ENTERED: \_\_\_\_\_

COMPUTER ENTRY BY: \_\_\_\_\_  
MOTION#: \_\_\_\_\_

NAME	Board	Representative Title	Expire Date
<b>2006</b>			
Vacant	Veterans Affairs Committee	WWII	2006 December 31, 2006
Vacant	Veterans Affairs Committee	Persian War	2009 December 31, 2009

6

7A

**PROPOSED MOTIONS**  
**FROM THE**  
**APRIL 5, 2007**  
**PROPERTIES COMMITTEE MEETING**

1. **Motion by Taylor, supported by Henning, to recommend to the Committee of the Whole to authorize the placement of an Anti-Stigma mural on the County barn adjacent to the CMH building on Suncrest Drive at no cost to the County; and further, that the Director of Building and Grounds and the Properties Committee Chairman determine the appropriate mural and message for the barn building. Motion carried unanimously.**
  
2. **Motion by Henning, supported by Stock, to recommend to the Committee of the Whole that the County of Lapeer enter into a lease agreement with Community Mental Health for vehicles, buildings, and equipment as described in the attached agreement, with the understanding that the funds received by the County will be deposited into the CMH Building and Equipment Fund. Motion carried unanimously.**
  
3. **Motion by Taylor, supported by Stock, to recommend to the Committee of the Whole to authorize the Director of Building and Grounds to dispose of all the exercise equipment located at the John T. Rich building in the best means possible.**

**Motion by Henning, supported by Kempf, to amend the above motion to first offer the low-impact cardio equipment to the Senior Programs Coordinator . 4 Ayes, 1 Nay. Motion carried.**

**Main Motion as Amended: Motion carried unanimously.**

7B

DATE: April 11, 2007

REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: LINDA K. HESS

SUMMARY OF REQUEST / INFORMATION: March, 2007 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 \$4,002.00 for legal services rendered 3/01/07 – 3/31/07.

ATTACHMENTS YES  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**

April 3, 2007

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

Re: Lapeer County/Invoice for Services

Dear Mr. Biscoe:

Enclosed please find our invoice for services rendered through March 31, 2007.

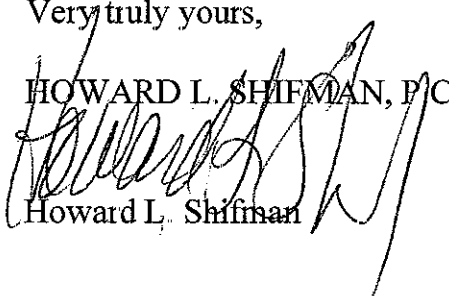
Invoice No. 10599

Lapeer County – General	\$ 4,002.00
Labor Matters	_____
<b>TOTAL</b>	<b>\$ 4,002.00</b>

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

**DATE:** April 4, 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:**

To request the Board authorize payment to Michigan Municipal Risk Management Authority.

**ADDITIONAL INFORMATION:**

Michigan Municipal Risk Management Authority is the County's liability insurance carrier.

**CONTACT PERSON(S):** Linda K. Hess

**BACKGROUND INFORMATION:**

**SUPPORTING DOCUMENTS:**

- 1) Billing Statement

**DRAFT MOTION:**

...that the Board authorize payment to Michigan Municipal Risk Management Authority in the amount of \$97,750.00 from line item #101-954-713.000 for the 2nd of three payments for calendar year 2007.

ATTACHMENTS YES  NO

**INVOICE**  
**MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY**

**REMIT TO:**

**MICHIGAN MUNICIPAL RISK MANAGEMENT AUTHORITY**  
 DRAWER #64458  
 DETROIT, MICHIGAN 48264-0458

Invoice #: 91543-2  
 Invoice Date: 01/31/2007  
 Amount Due: \$ 110,250.00  
 Due Date: 04/01/2007

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

Member #: 00082

**FOR INTERNAL USE ONLY:**  
 G - 97750.00  
 R - 12500.00

Please Detach and return this portion with your payment

**Michigan Municipal Risk Management Authority**

Invoice #: 91543-2  
 Invoice Date: 01/31/2007  
 Amount Due: ~~\$ 110,250.00~~ 47,750.00  
 Due Date: 04/01/2007

Member: Lapeer, County of 00082  
 Contribution Period: 01/01/2007 - 12/31/2007

Date Due	General Fund	Retention Fund	Total
01/31/2007	\$195,500.00	\$25,000.00	\$220,500.00
04/01/2007	<del>\$97,750.00</del>	\$12,500.00 <i>pd.</i>	\$110,250.00
07/01/2007	\$97,749.00	\$12,500.00	\$110,249.00
<b>Total:</b>	<b>\$390,999.00</b>	<b>\$50,000.00</b>	<b>\$440,999.00</b>

\*\*

8A

## Request For Action

**Date:** April 5, 2007

**Request for Action**

**For Your Information**

**Request For Information**

**To:** Board of Commissioners

**From:** Prosecuting Attorney

**Summary of Request/Information:** Request budget amendment as submitted to balance expenditure line item 101 229 860 020 Extradition.

### Additional Information

**Contact Person(s):** C. Strong

**Background Information:**

**Supporting Documents:** Budget Amendment

**Draft Motion:**

**Attachments:** Yes   
No

