



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****

JUNE 28, 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 **JUNE 14, 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) **DISTRICT COURT** – REQUEST TO RENEW POSTAGE METER LEASE
- 4) **GENESEE COUNTY PARKS** – REVIEW OF RULE CHANGES
- 5) **ADMINISTRATION OFFICE** –
 - A. REQUEST TO AUTHORIZE PAYMENT TO JOHNSON, ROSATI, LABARGE, ASELTINE & FIELD
 - B. REQUEST TO AUTHORIZE PAYMENT TO RISK MANAGEMENT

Continued--

6) BUDGET AMENDMENTS / APPROPRIATION TRANSFERS
(requiring Board approval)

- A.
- B.

7) OTHER BUSINESS:

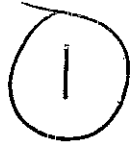
- A.
- B.
- C.

8) PUBLIC TIME – Citizens Comments, etc.

CLOSED SESSION *(if needed)*

ADJOURN....

****REMINDER: THE NEXT FULL BOARD ON JULY 5, 2007 WILL BE HELD AT**
5:30 P.M. AT THE NORTH BRANCH VILLAGE HALL



COMMITTEE OF THE WHOLE
June 14, 2007
8:15 a.m.

Chairman Taylor called the meeting to order at 8:15 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 Gary Roy, Cheryl A. Clark, Dyle Henning, Linda M. Jarvis, Ian Kempf, Dave Taylor

Excused: Commissioner Lenny Schneider

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

Chairman Taylor read a letter from YN1 (SS) Mark R. Calcaterra, a former Attica resident, presenting an American Flag to the County Administration Office, which was flown over the skies of Iraq, in the Battle Square of Camp Fallujah, on Memorial Day.

Commissioner Henning presented a Resolution to Rachel Emmons, a member of Girl Scout Troop 173 for achieving the highest rank of Girl Scouts of America by being awarded the Girl Scout Gold Award.

The draft minutes of the May 31, 2007 Committee of the Whole Meeting were briefly reviewed.

Motion by Kempf, supported by Roy, to approve the draft minutes from the May 31, 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 – No comments were received.

Stephanie Simmons, Health Department Director and Walter Rodabaugh, Animal Control Division Chief gave an update related to the Animal Control revenues and expenses. Discussion followed. It was a consensus to reduce the animal shelter's hours opened to the public.

Mary Stikeleather, Emergency Management Coordinator, requested that the Committee accept the 2005 Michigan Citizen Corp Program Grant. Discussion followed.

Motion by Clark, supported by Kempf, recommend to the Full Board, to accept the 2005 Michigan Citizen Corp Program Grant, in the amount of \$15,060.00, and to allow the Emergency Management Department to use the funds according to the guidelines within the agreement, at no cost to the County General Fund; and further, to authorize the Chairman to sign said agreement. Motion carried.

Motion by Kempf, supported by Henning, to recommend to the Full Board, to authorize payment to Howard L. Shifman P.C., in the amount of \$1,874.50, for legal services rendered 05/01/07 – 05/31/07, to be paid from line item 101-210-801.020. Motion carried.

Motion by Kempf, supported by Henning, to recommend to the Full Board, to authorize payment to the Lapeer Development Corporation for professional Economic Services for Fiscal Year (FY) 2007, at a cost not to exceed \$7,000.00, to be paid from line item 101-851-965.000. Motion carried.

Motion by Kempf, supported by Henning, to recommend to the Full Board, to authorize payment to the Michigan Townships Associations for annual dues for the period of July 1, 2007 through June 30, 2008, at a cost of \$336.00, to be paid from line item 101-803-957.104. Motion carried.

Motion by Kempf, supported by Henning, to recommend to the Full Board, to appoint Craig Horton as the Officer Delegate and John Biscoe as the Officer Alternate, to attend the Municipal Employees' Retirement System (MERS) Annual Conference being held September 18-20, 2007. Motion carried.

Motion by Kempf, supported by Clark, pursuant to action taken at the March 25, 1999 Regular Board Meeting, giving the Committee of the Whole the authority to act on resolutions regarding commendation, congratulations, retirement, and appreciation, which shall include forwarding the motion to the next regular meeting to be entered into the official record, to adopt the following resolution for Floyd Wells:

RESOLUTION

WHEREAS, Floyd Wells has been a lifetime area resident and has been married for almost 50 years, raising 4 children and 6 grandchildren; and,

WHEREAS, Floyd Wells has been active in the community for many years, including: Six years as a Cub Scout Master; Five years on the Attica Methodist Church Leadership and Pastor/Parish Committee; First person to achieve 10 years of service with the Imlay City Volunteer Fire Department; 35 years with the Imlay City High School Football Chain Gang and has only missed two games in over 40 years; 35 years with the Imlay City Athletic Boosters, serving 6 years as President; 42 years with the Imlay City Little League including 7 years as the League President, 19 years as Coach, and 16 years as an Umpire; and still serves as an umpire for the Girl's Softball League each weekend; and,

WHEREAS, Floyd Wells is a past recipient of the 2000 Outstanding Service Award from the Imlay City Community Schools and the 2003 Imlay City Citizen of the Year Award from the Imlay City Chamber of Commerce.

WHEREAS, Floyd Wells has been selected by the Attica-Imlay Masonic Lodge No. 295 as the recipient of the "2007 Edgar A. Guest Award" and will be recognized at a special ceremony on Saturday, June 16, 2007.

(Resolution for Floyd Wells continued)

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Lapeer County, Michigan, wishes to recognize **Floyd Wells** for being honored with the "Edgar A. Guest Award" and expresses appreciation for his many years of dedicated service to the citizens of his community and all of Lapeer County.

Roll Call Vote: Schneider, absent; Clark, aye; Henning, aye; Jarvis, aye; Kempf, aye; Roy, aye; Taylor, aye. 6 ayes, 1 absent. Motion carried.

Motion by Kempf, supported by Henning, to recommend to the Full Board, to approve the County Cell Phone Policy. Motion carried.

Motion by Kempf, supported by Roy, to recommend to the Full Board, to direct Joe Stock, Program & Operations Manager, to contract with an auctioneer, within Lapeer County, to auction the Lyle Stewart Building, and approximately three acres and its contents on or before July 31, 2007. Roll Call Vote: Clark, nay; Henning, nay; Jarvis, aye; Kempf, aye; Roy, aye; Schneider, absent; Taylor, aye. 4 ayes, 2 nays, 1 absent. Motion carried.

Motion by Kempf, supported by Jarvis, to approve the following budget amendment related to the purchase of river property, as submitted by the Parks Department:

| | | | |
|----------|--------------------------------------|----|------------|
| Increase | 208-698-620.060 (Winter Revenue) | by | \$300.00 |
| Increase | 208-723-730.020 (Janitorial) | by | \$450.00 |
| Decrease | 208-723-730.045 (Chemicals) | by | \$500.00 |
| Increase | 208-723-730.060 (Repairs & Supplies) | by | \$644.00 |
| Decrease | 208-723-743.000 (Uniforms) | by | \$200.00 |
| Decrease | 208-723-977.000 (Machinery) | by | \$94.00 |
| Increase | 675-208-675.000 (Contributions) | by | \$1,006.00 |
| Increase | 675-208-975.000 (Acquisitions) | by | \$1,006.00 |

Motion carried.

It was noted that the June 21st meeting will be at 7:30 p.m. at the Rich Township Hall.

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

Commissioner Roy announced that the July 5th meeting will be at 5:30 p.m. at the North Branch Village Hall.

Public Hearing Regarding Proposed Increasing Property Taxes

Chairman Taylor announced that the public hearing was to hear comments from the public regarding the Proposed Increase in Property Taxes. Greg Hill, Equalization Director, was present to answer any questions. He noted that the millage rate will be 3.7886. No public comments were received. Chairman Taylor declared the public hearing closed.

Motion by Kempf, supported by Clark, to recommend to the Full Board, to adopt the following resolution:

RESOLUTION
Regarding Proposed Public Hearing on
Increasing Property Taxes

WHEREAS, the Lapeer County Board of Commissioners of the County of Lapeer has established a public hearing on a proposed increase of 0.1363 mills in the operating tax millage rate to be levied on property in 2007; and,

WHEREAS, the hearing was established for Thursday, June 14, 2007 at 9:00 a.m. at the Lapeer County Complex, Lower Level, 255 Clay Street, Lapeer, Michigan 48446, as was published in a newspaper of general circulation on June 6, 2007; and,

WHEREAS, the taxing unit which published the public hearing notice has complete authority to establish the number of mills to be levied from within its authorized millage rate; and,

WHEREAS, if adopted, the proposed additional millage will increase operating revenues from ad valorem property taxes 2.95% over such revenues generated by levies permitted without holding a hearing; and further, if the proposed additional millage rate is not approved, the operating revenue will increase by 1.67% over the preceding year's operating revenue; and,

THEREFORE, BE IT RESOLVED, that the Lapeer County Board of Commissioners will take action on the proposed additional millage at their Regular Board Meeting on June 21, 2007 at the Rich Township Hall, 8482 N. Lapeer Road, Mayville, Michigan 48744.

Motion carried.

Motion by Clark, supported by Kempf, to adjourn the meeting. 9:06 a.m.

David Taylor, Chairman
Committee of the Whole

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DATE: 06/2707

X ___ REQUEST FOR ACTION
___ FOR YOUR INFORMATION
___ REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: 71A District Court

SUMMARY OF REQUEST / INFORMATION: The Court would request a new 60 month lease of a Pitney Bowes scale and postage meter.

BACKGROUND INFORMATION: The Court's 60 month lease of a Pitney Bowes' postage meter and scale expired on Feb. 1, 2007. They have left the machine with us and we are paying the monthly rent of \$121 on a month to month basis. Pitney Bowes has offered a new lease for another 60 months at \$124 per month. The Court will receive a new machine. Our supplies will work on the new machine. Pitney Bowes will also transfer postage from the old machine to the new one.

CONTACT PERSON(S): Gregory K. Wise 245-4790

SUPPORTING DOCUMENTS: The proposed lease is attached.

DRAFT MOTION:

ATTACHMENTS YES XXX NO



Engineering the flow of communication™

Rental Account Number 60

| | | | | | | | | | |
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| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

Your Business Information

| | | | |
|--|---------------------------|------------------------------|--------------|
| CAN # | | ORDER # | |
| LAPEER DISTRICT COURT | | DBA Name of Lessee | |
| Full Legal Name of Lessee | | Tax ID # (FEIN/TIN) | |
| 255 CLAY ST | LAPEER | MI | 48446-2205 |
| Billing Address | City | State | Zip+4 |
| Billing Contact Name | | Billing Contact Phone # | |
| 255 CLAY ST | | LAPEER | |
| Installation Address (if different than billing address) | | City | |
| | | State | |
| | | Zip+4 | |
| | | 15424684866 | |
| Installation Contact Name | | Installation Contact Phone # | |
| | | Installation CAN # | |
| Credit Card # | Name on Card | Exp Date | Type of Card |
| Tax Exempt # | State Tax (if applicable) | Fiscal Period (from - to) | |

Your Business Needs

| Qty | Business Solution Description |
|-----|---|
| | Mail Stream Solution - 1 |
| 1 | DM200L/2lb Integrated Weighing Platform |
| 1 | IntelliLink Interface / PSD for DM200L |
| 1 | Basic Accounting (25 Dept) Software |
| 1 | Professional Installation |
| 1 | IntelliLink Subscription |

Check items to be included in customer's payment

- Equipment Maintenance**
Provides service coverage including certain parts and labor
- Software Maintenance**
Provides revision updates and technical assistance
- Soft-Guard® Subscription**
Provides postal and carrier updates

If you do not elect to include Soft-Guard® protection with your lease you will automatically receive updates at the then-current rates.

- IntelliLink™ Subscription/Meter Rental**
Provides simplified billing and includes () resets per year

- () Confirmation Services Electronic access to postal confirmation service
- () Purchase Power Receive an invoice for postage, consolidated billing and enhanced management reporting information

Your Payment Plan

| Number of months | Monthly amount* |
|------------------|-----------------|
| First 60 | \$124 |
| Final Payment | \$ 100.00 |

* Monthly Billing Only

(xx) Required advance check of \$() received

(xx) Tax Exempt certificate attached

Initial Rental Term _____

Your Acknowledgement

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of your payment to us of the amounts set forth in the Payment Schedule, subject to the terms and conditions provided in this Agreement. For purposes of this Agreement, all payments set forth in the Payment Schedule shall be referred to as the "Total Payments." The payments referred to in the Payment Schedule other than the "Final Payment" shall be referred to singularly as a "Period Payment" and collectively as the "Period Payments." Your offer will be binding on us when we accept it by having an authorized employee sign it. All payments hereunder shall be payable only to us at our executive offices unless we direct you otherwise in writing.

1. NON-APPROPRIATION. You warrant that you have funds available to pay the Total Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of your initial Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated including the return of the Equipment at your expense.

| | |
|--------------|------------------|
| Signature | Date |
| Print Name | Title |
| Frank Warren | 072 |
| Account Rep | District Office |
| | PBGFS Acceptance |

PINEY BOWES STATE & LOCAL GOVERNMENT TERM RENTAL AGREEMENT

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of your payment to us of the amounts set forth in the Payment Schedule, subject to the terms and conditions provided in this Agreement. For purposes of this Agreement, all payments set forth in the Payment Schedule shall be referred to as the "Total Payments." The payments referred to in the Payment Schedule other than the "Final Payment" shall be referred to singularly as a "Period Payment" and collectively as the "Period Payments." Your offer will be binding on us when we accept it by having an authorized employee sign it. All payments hereunder shall be payable only to us at our executive offices unless we direct you otherwise in writing.

1. NON-APPROPRIATION. You warrant that you have funds available to pay the Total Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period through the end of your Initial Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

2. TERM. This Agreement shall commence on the date of delivery of the Equipment and shall continue until the earlier of: (i) termination at our option upon the occurrence of an event of default, or (ii) the occurrence of an event of a non-appropriation under Section 1, or (iii) the expiration of the Initial Rental Term and your payment of all Total Payments and other sums due, and your fulfillment of all other obligations, under this Agreement.

3. EQUIPMENT MAINTENANCE AGREEMENT ("EMA"). If you select Equipment Maintenance, we shall provide, under the EMA, maintenance and emergency repair services on the Equipment, including new (or equivalent) parts required due to normal wear, during normal business hours. We may assess additional hourly charges for service performed outside normal business hours. Service and repairs due to negligence, misuse, external forces, loss of electrical power, power fluctuation, use of supplies not meeting our specifications, or service supplied by third parties are excluded. Consumable supplies and rate program software for electronic scales are not included under the EMA.

4. SOFT-GUARD AGREEMENT. If you select SOFT-GUARD, you have subscribed to the SOFT-GUARD Rate Protection Plan with us, and we shall provide up to six (6) qualified PROM or Disk replacements (media) over a twelve month period at no additional charge. The SOFT-GUARD Agreement covers the following types of events: (i) Postal or carrier rate increases or decreases, (ii) changes in service provided by carriers (e.g. required new report formats, or geographical expansions), and (iii) all Zip Code or zone changes. The following types of events are not covered by the SOFT-GUARD Agreement: (a) custom rate changes, (b) new classes of service offered by carriers, and (c) new PROMs or Disks (media) needed to establish a new home Zip code due to a change in equipment location.

5. SOFTWARE MAINTENANCE AGREEMENT ("SMA"). If you select Software Maintenance, we shall provide, under the SMA, at no additional charge, toll free telephone technical assistance relating to software programs and updated versions, i.e., fixes and minor enhancements (excluding postal or carrier rate changes) of the licensed program. If you are renting addressing products, the SMA provides Addressing Software Update subscriptions covering quarterly national and state updates to the Pitney Bowes national address directory, as well as required periodic and/or random software updates needed to comply with changes of United States Postal Service regulations or databases.

6. METER BILLING. If you select Meter on Rental, you have entered into a Postage Meter Rental Agreement. Refer to your Postage Meter Rental Agreement for its terms and conditions. Notwithstanding anything contained herein, any meter(s) will at all times remain our property.

7. AUTOMATIC PROM REPLACEMENT. If you did not select SOFT-GUARD, we shall provide without further request from you, Automatic PROM Replacement, embodying software or rate changes. You shall receive notice when replacements become available, and may order replacement PROMS whenever there is a change in a carrier's service coverage. You agree to pay the then current list price for each PROM ordered for delivery with the Equipment or supplied under the above terms, except that there shall be no charge for the replacement PROMs issued within 90 days after the equipment installation.

8. WARRANTIES. We warrant the Equipment, PROMs and Software covered by this Agreement (excluding consumable parts and supplies) to be free from defect in material, workmanship, or programming for 90 days following installation. If, during this time, you have any problems (not resulting from accident or misuse), we will repair or, at our option, replace any such defective item. PROM and software are programmed with rates and computation methods which may be specific to a carrier or regulated by a government agency. If such rates or methods are changed by the carrier or the agency within these 90 days, we will update or replace affected PROMs or Software to reflect current rates and methods. We will assume the obligations stated herein only if you operate the Equipment, PROMs and Software in accordance with their published operating instructions and only for the ordinary purposes for which they were designed. THIS IS THE

ONLY WARRANTY APPLICABLE TO THIS AGREEMENT, THE EQUIPMENT, PROMS AND SOFTWARE, AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. REPAIR OR REPLACEMENT OF THE EQUIPMENT IS YOUR SOLE REMEDY FOR BREACH OF WARRANTY. WE ASSUME NO RESPONSIBILITY FOR ANY DAMAGES INCURRED BY REASON OF THE FAILURE OF THE EQUIPMENT, PROMS OR SOFTWARE TO OPERATE AS INTENDED, INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES

9. COMPUTATION OF TOTAL PAYMENT. You shall pay each and every Period Payment for the entire Initial Rental Term, subject to the Governing Body's right not to appropriate as provided in Section 1. The amount of each Period Payment is based on the cost of the Equipment, inclusive of all related expenses (plus, at your request, any unpaid balances for amounts due and/or to become due from a previous Agreement less any product discount/allowance, plus amounts due for additional services selected by you, such as EMA, Soft-Guard Agreement, SMA, and Meter On Rental). We may increase the Period Payment as a result of any imposition of, or increases in, taxes as provided in Section 12 or Section 15, or meter rental charges. You authorize Pitney Bowes Global Financial Services LLC ("PBGFS"), as our billing and collection agent, to charge the Credit Card specified on page 1 (the "Credit Card") on the due date specified in each invoice for the full amount of each Period Payment. Immediately after the charge, PBGFS shall notify you at your Billing address specified on page 1 of each Period Payment charged against the Credit Card. You authorize PBGFS to charge the first Total Payment after the Equipment has been delivered by us, and to continue to charge the Credit Card for the entire Initial Rental Term of the Agreement, subject to the Governing Body's right not to appropriate as provided in Section 1.

10. PURCHASE ORDER USE. You may use a Purchase Order to offer to obtain use of Equipment provided however if a purchase order is issued, none of its terms and conditions shall supplement, amend, modify or supersede the terms and conditions of this Agreement, nor shall any of its terms be incorporated herein, and it shall not be effective except with respect to Equipment description, Equipment quantity, Initial Rental Term, Total Payments, Equipment location, and the request for the ancillary services set forth in Sections 3 - 7.

11. INSURANCE. You are responsible for Equipment loss, damage or destruction from any cause, whether or not insured. You shall provide, maintain, and pay for: (a) insurance against Equipment loss, theft, or damage, for the full replacement value thereof, with loss payable to us, and (b) public liability and property damage insurance naming us as an additional insured. No Equipment loss, theft or damage shall relieve you of your obligation to pay the Period Payments or any other obligation under this Agreement.

12. TAXES; NO LIENS. You shall pay or reimburse us, as we direct, for all charges and taxes incurred by us which are based on or measured by this Agreement, the billing or receiving of Total Payments, documentation relating to this Agreement (including stamp taxes) and the sale, purchase, ownership, renting, value (including personal property type taxes) possession, or use of the Equipment, Meters, or software. You shall keep the Equipment, meters, and software free and clear of all liens and encumbrances. Your obligations under this Section shall commence upon Agreement execution and survive termination or cancellation of this Agreement.

13. DEFAULT. If you fail to pay when due any amount required, or fail to perform any other obligation under this Agreement, we may, at our option and without demand or notice, take one or any combination of the following actions: terminate this Agreement, take possession of the Equipment (including meters), declare the entire amount of all Total Payments, and other amounts due and to become due, for the then current fiscal period for which funds have been appropriated to be immediately due and payable, and pursue any other remedy permitted by law or in equity. You will be responsible for all related damages and legal and other costs and expenses (including reasonable attorney's fees) incurred by us in enforcing the provisions herein.

14. NOTICES. All notices under this Agreement shall be mailed, first class postage prepaid, to the recipient at its address on page one hereof, or at such other address as each party may provide in writing from time to time. Such notices shall be effective on the date they are mailed.

15. REPRESENTATIONS; MISCELLANEOUS. You represent and warrant that: (a) you are duly authorized to execute and deliver this Agreement and all procedures have been met so that this Agreement is legal, valid, binding and enforceable against you; and you shall not permit the Equipment to be used in a trade or business of any other person or entity; (b) you shall use the Equipment only in the manner specified in the manuals and instructions covering the Equipment and, at your expense, keep the Equipment in good repair, condition and working order; (c) you shall timely file an information reporting return (e.g. Form 8038 - GC or, as necessary, Form 8038 - G) with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations thereunder, and you hereby appoint us as your Agent for the purpose of maintaining a registration system as required by Section 149(a) of the Code; and you are (and shall continue to be) a State or local government entity, and that any obligation arising out of this Agreement constitutes an obligation by or on behalf of a state or political subdivision thereof, within the meaning of Section 103 of the Code and the regulations thereunder. You acknowledge that this Agreement is entered into based on the assumption that the interest portion of each Period Payment is not includible in gross income of the owner thereof for Federal income tax purposes under Section 103(a) of the Code. A portion of each Period Payment you shall pay includes interest. If any interest is determined not to be excludible from gross income in accordance with Section 103(a) of the Code, your Period Payment shall be adjusted in an amount sufficient to maintain our original after tax yield utilizing our consolidated marginal tax rate, which adjusted Period Payments you agree to pay as provided in this Agreement, subject to Section 1. The rate at which the interest portion of Period Payments is calculated is not intended to exceed the maximum rate or amount of interest permitted by applicable law. If such interest portion exceeds such maximum, then at our option, if permitted by law, the interest portion will be reduced to the legally permitted maximum amount of interest, and any excess will be

used to reduce the principal amount of your obligation or be refunded to you. This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement. All prior commitments, proposals and negotiations concerning the subject matter of this Agreement are merged into this Agreement. This Agreement may only be amended, modified, supplemented or superseded by a written agreement signed by both parties. No provision of this Agreement can be waived except by our written consent. **YOU MAY NOT ASSIGN, TRANSFER, OR SUBLET ANY INTEREST IN THIS AGREEMENT OR THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT.** We shall not transfer or assign this Agreement, provided however, we may have Pitney Bowes Global Financial Services LLC service this Agreement for us.

16. SECURITY AGREEMENT; PERSONAL PROPERTY You grant to us, as the Secured Party, a security interest in the Equipment and all additions, attachments, accessions, and substitutions thereto (excluding any meter(s) to which you do not hold title) and authorize us to file a financing statement with respect to such security interest. The Equipment shall remain personalty and not realty.

17. OPTION. You shall have the option to return the Equipment (in the same condition as when delivered to you, reasonable wear and tear excepted) to us at the end of the Initial Rental Term and in consideration therefor, we shall credit your account in an amount equal to your Final Payment. In order to exercise this option, you must notify us prior to the due date of your Final Payment and deliver the Equipment to us on the due date of your Final Payment.

18. SURRENDER If you default, or terminate this Agreement by non-appropriation under Section 1, you, at your expense, shall return all Equipment by delivering it to us in the same condition as when delivered to you, reasonable wear and tear excepted, to such place or on board such carrier, packed for shipping, as we may specify. Until the Equipment is returned as required above, all terms of this Agreement remain in effect including, without limitation, your obligations to make payments relating to your continued use of the Equipment and to insure the Equipment.

19. DOCUMENTATION FEE. If you and we have agreed, a one-time documentation fee to cover the origination, sales, processing and other costs associated with this Agreement is included in your Equipment cost and made a part of your Period Payments.

Brian M. Barkey

Attorney at Law

4

G5091 Miller Road
Flint, Michigan 48507-1043
Telephone (810) 733-6500
Fax (810) 733-6120
Email barkeylaw@realdsl.com

April 30, 2007

Ms. Marlene Bruns
Lapeer County Clerk
255 Clay Street
Lapeer, Michigan 48440

Re: Amendment of Park Rules
Genesee County Parks and Recreation Commission

Dear Ms. Bruns:

I am the general counsel for the Genesee County Parks and Recreation Commission which is charged with the administration of Genesee County owned recreational lands. As you know, Genesee County owns such lands located in Lapeer County. The Parks Commission is an agency formed under the authority of Act 261 of the Public Acts of 1965. Section 14 of that Act provides that a parks commission may adopt and amend rules for regulation of its facilities with the approval of the county board or boards of commissioners. Pursuant to the authority of Section 14, the Genesee County Parks and Recreation Commission has enacted rules and amended them on many occasions since its formation. After enactment and amendment to these rules, Lapeer County has been asked to consider and approve these amendments.

The current version of the Genesee County Parks rules was approved by the Genesee County on November 16, 1993 and approved by Lapeer County on April 21, 1994. For the last six months, members of the staff and consultants of the Genesee County Parks and Recreation Commission have been working on updating and revising these rules. On April 12, 2007 these amended rules were approved by the Parks Commission. On April 24, 2007 these amendments were approved by the Genesee County Board of Commissioners. We are requesting that these amended rules be presented to the Lapeer County Board of Commission for consideration and approval. I have enclosed a copy of the current rules together with the amended rules as

proposed. The amended rules are displayed along side the current version of the identical rule (where space permits) for convenience of reference. The nature of the amendments are described in a Resolution of the Parks Commission which is also enclosed.

I would happy to appear at a meeting of the Board of Commissioners when this request is submitted for consideration in support of this request or to answer any inquiries. Thank you very much for your anticipated cooperation.

Very truly yours,



Brian M. Barkey

smt 

Enclosure

c: Amy McMillan (w/o enc.)

C:\Server Data\master\Gen Co Parks Commission\Rules Bruns.wpd

| Existing Rule | Proposed Rule |
|--|--|
| <p>Section IV – Destruction or Damage to Commission and/or Other Properties</p> <p>No person shall, upon the property of the Commission:</p> <ul style="list-style-type: none"> (a) Willfully destroy, deface, alter, change or remove any monument, stone marker, benchmark, stake, post or blaze, marking or designating any boundary line, survey line, or reference point. (b) Cut, break, mark upon or otherwise injure any building, equipment, bridge, drain, wall, fountain, lamp post, fence, gate, hedge, or other structure. (c) Deface, destroy or remove any placard, notice or sign, whether permanent or temporary, posted or exhibited within or upon park property. (d) Willfully or maliciously destroy, injure, or otherwise damage any property. (e) Take or carry away, or attempt to take or carry away, any property without permission from the owner thereof. (f) Interfere with or do any act which would be likely to interfere with the normal operation of the Huckleberry Railroad, including but not limited to, the throwing of objects at any of the equipment of said railroad or the placing of any objects upon or across the tracks upon which said railroad operates. | <p>Section IV – Destruction, Removal or Damage to Commission and/or Other Properties</p> <p>No person shall, upon the property administered by the Commission:</p> <ul style="list-style-type: none"> (a) Willfully destroy, deface, alter, change or remove any monument, stone marker, benchmark, stake, post or blaze, marking or designating any boundary line, survey line, or reference point. (b) Cut, break, mark upon or otherwise injure any building, equipment, bridge, drain, wall, fountain, lamp post, fence, gate, hedge, or other structure. (c) Deface, destroy or remove any placard, notice or sign, whether permanent or temporary, posted or exhibited within or upon park property. (d) Willfully or maliciously destroy, injure, or otherwise damage any property. (e) Take or carry away, or attempt to take or carry away, any property without permission from the owner thereof. (f) Interfere with or do any act which would be likely to interfere with the normal operation of the Huckleberry Railroad, including but not limited to, the throwing of objects at any of the equipment of said railroad or the placing of any objects upon or across the tracks upon which said railroad operates. |

| Existing Rule | Proposed Rule |
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| <p>Section V – Destruction of Plantlife and Natural Surroundings</p> <p>No person shall, upon the property of the Commission:</p> <p>(a) Cut, remove, or destroy any tree, sapling, seedling, bush or shrub, whether alive or dead, or chip, blaze, box, girdle, trim or otherwise deface or injure any tree or shrub, or break or remove any branch, foliage, flower or any tree or shrub, or pick, gather, uproot, remove or destroy any flower, plant or grass.</p> <p>(b) Remove or cause to be removed any sod, earth, humus, peat, boulders, gravel or sand, without written permission of the Commission or its Agent.</p> | <p>Section V – Destruction or Removal of Plantlife and Natural Surroundings</p> <p>No person shall, upon the property of the Commission:</p> <p>(a) Cut, remove, or destroy any tree, sapling, seedling, bush or shrub, whether alive or dead, or chip, blaze, box, girdle, trim or otherwise deface or injure any tree or shrub, or break or remove any branch, foliage, flower or any tree or shrub, or pick, gather, uproot, remove or destroy any flower, plant or grass.</p> <p>(b) Remove or cause to be removed any sod, earth, humus, peat, boulders, gravel, fungus or sand, without written permission of the Commission or its Agent.</p> |

| Existing Rule | Proposed Rule |
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| <p>Section VI – Fires</p> <p>(a) No person shall willfully set or cause to be set on fire any tree, woodland, brushland, grassland or meadow within or upon the property of the Commission.</p> <p>(b) No person shall build any fire upon Commission property except within the fireplaces, receptacles or open spaces approved and designated by the Commission for such purpose.</p> <p>(c) No person shall drop, throw or otherwise scatter lighted matches, burning cigars, cigarettes, tobacco paper or other flammable material within or upon any property of the Commission.</p> <p>(d) Fires shall not be left unattended. All fires shall be extinguished upon leaving the immediate vicinity.</p> | <p>Section VI – Fires</p> <p>(a) No person shall willfully set or cause to be set on fire any tree, woodland, brushland, grassland or meadow within or upon the property administered by the Commission.</p> <p>(b) No person shall build any fire upon property administered by the Commission except within the fireplaces, fire rings, grills or open spaces approved and designated by the Commission for such purpose. Fires shall be maintained so that the flames shall be no more than 36 inches in height.</p> <p>(c) No person shall drop, throw or otherwise scatter lighted matches, burning cigars, burning cigarettes, tobacco paper or other flammable material within or upon any property administered by the Commission.</p> <p>(d) No pallets, treated wood or other noxious materials are to be put in campfires.</p> <p>(e) Fires shall not be left unattended. All fires shall be extinguished prior to leaving the immediate vicinity.</p> |

Section VII – Animals and Birds

It shall be unlawful for any person while on Commission property to:

- (a) Cause any animal or fowl to run at large.
- (b) Bring, drive or lead any animal onto Commission property, excepting that horses and other beasts of burden and draft animals may be ridden by persons in charge thereof or driven before a vehicle attached thereto, on such portions of Commission property as may be designated for riding or driving by the Commission.

(c) Bring, drive, lead or carry any dog or other animal or pet which is unleashed, or upon a leash more than six feet in length, under immediate control of a competent person, or upon Commission property, except for animals used in designated waterfowl hunting, dog shows, or field trial areas.

(d) Permit a dog or pet to enter into the For-Mar Nature Preserve and Arboretum, any public building or to be upon any designated beach, except a trained and working leader dog.

(e) Cause or permit any horse or other animal to stand on any Commission property unless securely hitched or in charge of some competent person.

(f) Torture, ill-treat or neglect any animal or fowl.

(g) No person shall hunt, trap, catch, wound or kill, or treat cruelly, attempt to trap, catch, wound, or kill any bird or animal, molest or rob any nest of any bird or any lair, den, or burrow of any animal in or upon any land or waters administered by or under the jurisdiction of the Commission, provided however, the Commission may from time to time designate limited areas in which water fowl hunting will be allowed. All hunting blinds of any sort or construction shall have attached thereto, the name and address of the owner or person responsible therefore, in letters not less than two (2) inches in height. All such blinds shall be removed by the owner or person responsible, therefore, within five (5) days after the close of the hunting season.

Provided further, however, fishing will be permitted within or upon Commission property in accordance with the laws of the State of Michigan and the rules of the Department of Natural Resources of the State of Michigan in such areas designated for such purposes.

All ice shanties, houses, structures and shelters placed or used on ice must be identified on all sides with owner's name and address in waterproof letters not less than two (2) inches high and must be removed before ice becomes unsafe and, in any event, shall be removed from Commission property, water, ice, or land, no later than March 7 of each year.

It shall be unlawful to violate any of the laws of the State of Michigan relating to hunting and/or fishing while on Commission property.

Section XVII – Livestock

No person shall drive or cause to be driven any horses, cattle, sheep, goats, swine, or other livestock upon or across any property administered by or under the jurisdiction of the Commission, without the written permission of the Commission or its Agent.

To address the issues relating to animals and livestock, delete Section VI "Animals and Birds" and Section XVII "Livestock" and replace these with the following:

Chapter III Animals

It shall be unlawful for persons to bring animals upon property administered by or under the jurisdiction of the Commission except the following:

(a) Dogs shall be allowed on Commission properties (except upon beaches and For-Mar Nature Preserve and Arboretum or in Park buildings or pavilions) while in the immediate control of a competent person and while on a leash of less than six feet in length;

(b) Guide or leader dogs, hearing dogs and service animals for persons with disabilities, as provided under MCL 750.502(c);

(c) Horses and other beasts of burden and draft animals may be ridden by persons in charge thereof or driven before a vehicle attached thereto, on such portions of Commission properties as may be designated for riding or driving by the Commission;

(d) Dogs used in designated water fowl hunting, dog shows, or field trial areas or used in connection with activities specifically approved by the Commission.

It shall be unlawful for any person to hunt, trap, catch, wound, or kill any bird, fish or animal, molest or rob any nest of any bird or any lair, den, or burrow of any animal upon any land or waters administered by the Commission except as specifically allowed from time to time by the Commission and, in addition, in the case of fishing, in accordance with the laws of the State of Michigan, rules of the Department of Natural Resources of the State of Michigan in such areas designated for such purposes by the Commission.

It shall be unlawful to violate any of the laws of the State of Michigan relating to hunting and/or fishing while on property administered by or under the jurisdiction of the Commission.

This statute provides for allowance of animals by people with disabilities.

| Existing Rule | Proposed Rule |
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| <p>Section IX – Swimming, Bathing & Wading</p> <p>No person shall:</p> <p>(a) Swim, bathe or wade between sunset and sunrise, in any of the watercourses, lakes, ponds, or sloughs located within or upon the properties administered by or under the jurisdiction of the Commission.</p> <p>Swim, bathe or wade except at such times and places as may be provided or designated for such purposes.</p> <p>Carry or consume any food or beverage of any kind, nor have in their possession any glass or metal container on any beach or in the water adjacent thereto.</p> <p>Air mattresses, inner tubes, or any other device, inflatable or otherwise, used in aid of swimming, are permitted except where specifically prohibited by posted notice.</p> | <p>Section IX – Swimming, Bathing & Wading</p> <p>No person shall:</p> <p>(a) Swim, bathe or wade between sunset and sunrise, in any of the watercourses, lakes, ponds, or sloughs located within or upon the properties administered by or under the jurisdiction of the Commission.</p> <p>(b) Swim, bathe or wade except at such times and places as may be provided or designated for such purposes.</p> <p>(c) Have in their possession any glass or metal container on any Commission beach or in the water adjacent thereto.</p> <p>(d) Engage in conduct that violates Section XXIV of these Rules concerning personal conduct:</p> <p>(e) Permit dogs upon Commission beaches in violation of Chapter III of these Rules.</p> <p>Air mattresses, inner tubes, or any other device, inflatable or otherwise, used in aid of swimming, are permitted in areas designated for swimming, bathing or wading except where specifically prohibited by posted notice.</p> |

| Existing Rule | Proposed Rule |
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| <p>Section X -- Boating</p> <p>No person shall bring into, use or navigate any boat, yacht, canoe, raft or other watercraft upon any watercourse, lagoon, lake, pond or slough located within or upon the properties administered by or under the jurisdiction of the Commission, except at such time or places as may be provided or designated for such purpose. All watercraft shall comply with and be used in compliance with Public Act 303 of the Public Acts of the State of Michigan, of 1967 as amended, a copy of which is attached hereto and made a part of these rules.</p> | <p>Section X -- Boating</p> <p>No person shall bring into, use or navigate any boat, yacht, canoe, raft or other watercraft upon any watercourse, lagoon, lake, pond or slough located within or upon the properties administered by or under the jurisdiction of the Commission, except at such time or places as may be provided or designated for such purpose. All watercraft shall comply with and be used in compliance with the laws of the State of Michigan being Act No. 58 of the Public Acts of 1995, as amended, being Michigan Compiled Laws Section 324.80101 et seq' and such regulations as may be adopted under the authority of the Act.</p> |

This statute and the sections that follow provide safety standards for watercraft and their operation.

Existing Rule

Section XV – Motor – Driven Vehicles

It shall be unlawful for any person to:

- (a) Operate a motor-driven vehicle of any kind or nature, except on roads or designated parking areas.
- (b) Operate a motor-driven vehicle on any park road at a speed exceeding 25 miles per hour or at any speed greater than that posted; provided further, however, that notwithstanding any provision herein, any person driving a vehicle on any park road shall drive at a careful and prudent speed not greater than nor less than is reasonable and proper, having due regard to the traffic, surface and width of the road and of any other condition then existing, and no person shall drive any vehicle upon a park road at a speed greater than will permit him/her to bring said vehicle to a stop within the assured clear distance ahead.
- (c) Operate any motor-driven sled, toboggan or snowmobile on any property under the management, supervision or control of the Commission except where permitted by posted notice.
- (d) Operate a motor vehicle upon Commission property in a speed contest or for the purpose of making a speed record, including that commonly known as a drag race, whether from a standing start or otherwise over a measured or unmeasured distance, the object of which is to better or defeat one or more contestants on the basis of the elapsed time, superior performance or speed. Provided further, however, this section shall not apply to any event for which a permit has been applied for and granted by the Commission.
- (e) Operate any vehicle upon Commission property, including but not limited to any area designated for the parking of vehicles, in a careless or negligent manner likely to endanger any person or property.
- (f) Drive any vehicle upon Commission property while under the influence of intoxicating liquor or narcotic, drug, barbitol, or any derivative of barbitol.
- (g) Drive any vehicle upon Commission property while his or her ability to do so has been impaired by the use of intoxicating liquor or by the use of drugs or narcotics.
- (h) Operate any motor vehicle upon Commission property while his/her license to so operate has been suspended or revoked by the State of Michigan.
- (i) Operate a motor vehicle upon Commission property without having a valid operator's license, motor vehicle registration certificate and proof of the minimum liability coverage or uninsured motor vehicle fee as required by the State of Michigan vehicle code in his/her possession.
- (j) Operate any vehicle upon Commission property contrary to posted traffic signs, symbols, rules or regulations or marked roadways.
- (k) Operate any motor vehicle in any manner upon Commission property that results in excessive noise or disturbs the peace, quiet, or tranquility of the area.
- (l) Leave, or cause to be left, any vehicle upon property administered by or under the jurisdiction of the Commission during hours such property or facilities are not posted open to the public use.

(m) Any person operating or riding on a motorcycle or motor-driven cycle shall wear a crash helmet approved by the Department of State Police. Rules of the Department of State Police for the implementation of subsection (d) of Section 658 of the act shall apply to this rule.

(n) For any person to operate a motor vehicle upon Commission property without having been licensed therefore; or in violation of conditions attached to said license; or while his license to so operate has been suspended or revoked.

Violate any of the laws of the State of Michigan Off Road Recreation Vehicle Act while upon Commission properties, said Act being Act No. 319 of the Public Acts of the State of Michigan of 1975, as amended.

Section XVI - Operation of Bicycles

(a) Bicycles shall be operated as closely to the right-hand curb or right-hand side of the path, trail or roadway as conditions will permit and not more than two bicycles shall be operated abreast.

(b) It shall be unlawful for the operator of any bicycle when upon any path, trail, or roadway, to carry any person upon the handlebar or frame of any bicycle, or for any person to so ride upon such bicycle.

(c) Bicycles may be operated upon such paths, trails, or roadways as may be posted allowing such use; provided however, no such use shall be allowed between sunset and sunrise.

Proposed Rule

Section XV – Motor Vehicles

For purposes of these Rules, the following definitions apply:

"Vehicle" means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices exclusively moved by human power.

"Motor vehicle" means every vehicle that is self propelled

"Motorcycle" means every motor vehicle having a saddle or seat for the use of a rider and designed to travel on not more than 3 wheels in contact with the ground but excluding a tractor.

"Moped" means a 2- or 3- wheeled vehicle which is equipped with a motor that does not exceed 50 cubic centimeters, produces 2.0 brake horsepower or less, and cannot propel the vehicle at speeds at a speed of greater than 30 miles per hour on a level surface. The drive system shall not require the driver to shift gears.

"Off road vehicle" 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. Off road vehicle includes, but is not limited to, a multitrack or multiwheel 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. An off road vehicle shall not include a snowmobile or a vehicle used for fire, emergency or law enforcement purposes.

"ATV" means a 3- or 4-wheeled vehicle designed for off-road use that has low-pressure tires, has a seat designed to be straddled by the rider, and is powered by a 50cc to 500cc gasoline engine or an engine of comparable size using other fuels.

"Bicycle" means a device propelled by human power upon which a person may ride, having 2 or 3 wheels in a tandem or tricycle arrangement, all of which are over 14 inches in diameter.

"Low-speed vehicle" means a self-propelled motor vehicle to which both of the following apply:
(A) The vehicle conforms to the definition of low-speed vehicle under 49 CFR 571.3(b)
(B) The vehicle meets the standard for low-speed vehicles under 49 CFR 571.500.

"Snowmobile" means any motor vehicle designed for travel primarily on snow or ice of a type that utilizes sled-type runners or skis, an endless belt tread, or any combination of these or other similar means of contact with the surface upon which it is operated.

It shall be unlawful for any person to:

- (a) Operate a motor vehicle of any kind or nature, except on roads or designated parking areas.
- (b) Operate a moped, off-road vehicle, ATV or low speed vehicle upon properties administered by the Commission except as specifically allowed from time to time by the Commission.
- (c) Operate a motor vehicle on any park road at a speed greater than or less than is reasonable and proper, having due regard to the traffic, surface and width of the road and of any other condition then existing, nor drive any vehicle upon a park road at a speed greater than will permit him/her to bring said vehicle to a stop within the assured clear distance ahead or operate a motor vehicle on any park road at a speed exceeding 25 miles per hour or at any speed greater than the posted speed.
- (d) Operate any motor sled, toboggan or snowmobile on any property under the management, supervision or control of the Commission except where permitted by posted

notice.

(e) Operate a motor vehicle upon Commission property in a speed contest or for the purpose of making a speed record, including that commonly known as a drag race, whether from a standing start or otherwise over a measured or unmeasured distance, the object of which is to better or defeat one or more contestants on the basis of the elapsed time, superior performance or speed. Provided further, however, this section shall not apply to any event for which a permit has been applied for and granted by the Commission.

(f) Drive any vehicle upon Commission property while under the influence of intoxicating liquor or narcotic, drug, barbitol, or any derivative of barbitol.

(g) Drive any vehicle upon Commission property while his or her ability to do so has been impaired by the use of intoxicating liquor or by the use of drugs or narcotics.

(h) Operate any motor vehicle upon Commission property while his/her license to so operate has been suspended or revoked by the State of Michigan.

(i) Operate a motor vehicle upon Commission property without having a valid operator's license, motor vehicle registration certificate and proof of the minimum liability coverage or uninsured motor vehicle fee as required by the State of Michigan vehicle code in his/her possession.

(j) Operate any vehicle upon Commission property contrary to posted traffic signs, symbols, rules or regulations or marked roadways

(k) Operate any motor vehicle in any manner upon Commission property that results in excessive noise or disturbs the peace, quiet, or tranquility of the area.

(l) Leave, or cause to be left, any vehicle upon property administered by or under the jurisdiction of the Commission during hours such property or facilities are not posted open to the public use.

(m) Any person operating or riding on a motorcycle or motor-driven cycle shall wear a crash helmet approved by the Department of State Police. Rules of the Department of State Police for the implementation of MCL 257.658,¹ as amended from time to time, shall apply to this rule.

(n) For any person to operate a motor vehicle upon Commission property without having been licensed therefore; or in violation of conditions attached to said license.

(o) Violate any of the laws of the State of Michigan Off Road Recreation Vehicle Act while upon Commission properties, said Act being Act No. 58 of the Public Acts of the State of Michigan of 1995, as amended, being Michigan Compiled Laws Section 324.81101 et seq².

Nothing in this Section shall prohibit the use of an adaptive device or aid by a person with a disability as allowed by the Persons With Disability Civil Rights Act, being MCL 37.1101 et seq³ and the regulations promulgated pursuant to said Act.

¹ This statute provides for the approval of crash helmets under rules promulgated by the department of state police.

² This statute and the sections that follow provide safety standards for off road vehicles and their operation.

³ This section prohibits denial of access to public facilities to people with disabilities because of their need for adaptive devices or aids.

| Existing Rule | Proposed Rule |
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| <p data-bbox="299 380 340 642">Section XXII – Impersonation of Park Ranger</p> <p data-bbox="365 464 439 558">No persons shall impersonate any member of the Park Ranger force for any reason whatsoever.</p> | <p data-bbox="299 1220 340 1482">Section XXII - Impersonation of Park Ranger</p> <p data-bbox="365 464 439 558">No person shall represent themselves falsely to be a Park Ranger.</p> |

| Existing Rule | Proposed Rule |
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| <p>Section XXIV – Personal Conduct</p> <p>(a) It shall be unlawful for any person to be under the influence of intoxicants, or to engage in any violent, abusive, loud, boisterous, vulgar, lewd, wanton, obscene or otherwise disorderly conduct, or to disturb or annoy others, while in or on any property administered by or under the jurisdiction of the Commission.</p> <p>(b) It shall be unlawful to conduct or to participate in any form of gambling lottery or game of chance upon park property.</p> | <p>Section XXIV – Personal Conduct</p> <p>(a) It shall be unlawful for any person to be under the influence of intoxicants, or to engage in any violent, abusive, loud, boisterous, vulgar, lewd, wanton, obscene or otherwise disorderly conduct, or to disturb or annoy others, while in or on any property administered by or under the jurisdiction of the Commission.</p> <p>(b) It shall be unlawful to intentionally or recklessly do any of the following while in or on any property administered by or under the jurisdiction of the Commission under circumstances in which his/her conduct is likely to be viewed by others</p> <ol style="list-style-type: none"> 1. Expose his/her private parts, including buttocks, with less than a full opaque covering; 2. Engage in any actual or simulated sexual conduct; 3. Violate any Michigan statutory provision related to nudity and/or public indecency. <p>(c) It shall be unlawful to conduct or to participate in any form of gambling lottery or game of chance upon park property.</p> |

| Existing Rule | Proposed Rule |
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| <p>Section XXVI – Fireworks</p> <p>No person shall fire, discharge or have in his or her possession any rocket, firecracker, torpedo, squib, or other fireworks or any substance of an explosive nature within or upon the property of the Commission unless the Commission or its authorized Agent shall have authorized same by the issuance of a permit therefore</p> | <p>Section XXVI – Fireworks</p> <p>No person shall fire, discharge or have in his or her possession any sparkler, rocket, firecracker, torpedo, squib, or other fireworks or any substance of an explosive nature upon properties administered by the Commission unless the Commission or its authorized Agent shall have authorized same by the issuance of a permit therefore. Any authorization issued hereunder shall not relieve a person desiring to use fireworks from obtaining the necessary permits as required by law from the local governing authority wherein the park is located.</p> |

| Existing Rule | Proposed Rule |
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| <p>Section XXVII – Firearms</p> <p>No person shall, at any time bring into or upon the properties of the Commission, nor have in their possession, nor discharge, or set off anywhere upon said properties, a revolver, pistol, shotgun, rifle, air rifle, air gun, water gun or any gun, rifle, firearm or bow or other weapon that discharges projectiles either by air, explosive substance or any other force. Provided however, that this section shall not apply to any deputy sheriff, police officer, peace officer, park ranger or other duly appointed law enforcement officer while carrying out the duties and responsibilities of their position nor to any person while on or in those areas which may from time to time be designated as hunting areas by the Commission or while upon designated target ranges or areas.</p> | <p>Section XXVII – Firearms</p> <p>For purposes of these rules, the term "firearm" shall include any revolver, pistol, shotgun, rifle, air rifle, air gun, water gun, slingshot, BB gun or any gun, rifle, firearm or bow or other device which is designed to discharge projectiles or are models or facsimiles of these devices, which appear to be capable of doing so.</p> <p>No person shall possess or control any firearm (except those as permitted by MCL 28.421 et seq') upon properties administered by or under the jurisdiction of the Commission, except by prior written permission of the Commission or as allowed by the Commission from time to time in designated areas.</p> <p>No person shall discharge any firearm upon property administered by or under the jurisdiction of the Commission except by prior written permission of the Commission or as allowed by the Commission from time to time in designated areas.</p> <p>This section shall not apply to any law enforcement officer acting in the course of his/her official duties.</p> |

MCL 28.421 and the sections that follow it allow a person with a valid concealed weapons permit to carry a firearm.

| Existing Rule | Proposed Rule |
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| <p>Section XXIX – Skating and Coasting</p> <p>(a) No person shall use roller skates within or upon Commission property except at such times and upon such places as may be designated or maintained therefore.</p> <p>(b) No person shall skate, sled, walk or go upon any ice, or snowshoe, or ski except at such times and upon such places as may be designated or maintained therefore.</p> <p>(c) No person shall within or upon Commission property coast with hand sleds, bobs, carts, or other vehicles, or wheels or runners, except at such times and upon such places as may be designated or maintained therefore.</p> | <p>Section XXIX – Skating and Coasting</p> <p>(a) No person shall use roller skates, roller blades or other similar devices upon property administered by the Commission except at such times and upon such places as may be designated or maintained therefore.</p> <p>(b) No person shall skate, sled, walk or go upon any ice, or snowshoe, or ski upon premises administered by the Commission except at such times and upon such places as may be designated or maintained therefore.</p> <p>(c) No person shall within or upon property administered by the Commission coast with hand sleds, bobs, carts, skateboards or other vehicles, or wheels or runners, or other similar devices except at such times and upon such places as may be designated or maintained therefore.</p> |

| Existing Rule | Proposed Rule |
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| <p>Section XXX – Balloons, Airplanes, and Parachutes</p> <p>No person shall make any ascent in any balloon or airplane or any balloon, airplane or parachute on any land or waters administered by or under the jurisdiction of the Commission without first obtaining written permission from the Commission or its agent.</p> | <p>Section XXX – Balloons, Airplanes, and Parachutes</p> <p>No person shall make any ascent or decent in any balloon, airplane or parachute on any land or waters administered by or under the jurisdiction of the Commission without first obtaining written permission from the Commission or its agent or except as may be necessary in the event of an emergency.</p> |

| Existing Rule | Proposed Rule |
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| None | Section XXXV – Powers Reserved The Commission shall have the power to further regulate the use of any properties administered by or under the jurisdiction of the Commission by resolution. |

GENESEE COUNTY PARKS AND RECREATION COMMISSION

RESOLUTION 04 -07

WHEREAS, the Genesee County Parks and Recreation Commission (the Commission) administers the recreational use of lands owned by the County of Genesee located in Genesee County and Lapeer County, Michigan; and

WHEREAS, the Commission has been given the authority by MCLA 46.364 to adopt, amend or repeal rules for the protection, regulation and control of its facilities with the approval of the County Boards of Commissioners for the counties where the Commission administers property; and

WHEREAS, the Commission has enacted such rules on August 8, 1968 and has amended these rules on April 10, 1969, November 12, 1970, November 11, 1971, January 22, 1976, October 14, 1976, November 17, 1977, July 12, 1979, July 24, 1980, September 25, 1986, July 24, 1993 and September 23, 1993, which amendments have been approved and adopted by the Genesee County Board of Commissioners and the Lapeer County Board of Commissioners; and

WHEREAS, the Commission has reviewed the current rules and has determined that certain amendments of these rules (the complete text of which are on file with the office of the Director of the Commission) and has made recommendations to amend or add to the rules any following particulars;

Section IV - Destruction, Removal or Damage to Commission and/or Other Properties
The title of this section has been amended to refer to "removal" of property in addition to destruction or damage to park property to conform with the text of the rule.

Section V - Destruction or Removal of Plantlife and Natural Surroundings
The amended rule prohibits the removal of fungus to address harvesting of mushrooms.

Section VI - Fires
This amended rule now allows people to build fires within fire rings and grills in addition to fireplaces and other receptacles. It has been clarified to require the extinguishing of fires before leaving the park and now clearly prohibits burning treated wood or other noxious materials.

Chapter III - Animals
This has been extensively redrafted to eliminate inconsistent provisions.

Section IX - Swimming, Bathing & Wading
Paragraph (c) of this rule has been clarified. Parallel references to conduct permitted by other sections have been added as paragraphs (d) and (e).

Section X - Boating

The statutory reference in this section has been corrected to reflect a change in the law.

Section XV - Motor Vehicles

This entire section has been extensively modified to specify its application to other forms of vehicles, both motorized and non-motorized

Section XXII - Impersonation of Park Ranger

This rule has been clarified.

Section XXIV - Personal Conduct

This rule has been clarified to specify the conduct prohibited to add a reference to State statutory provisions concerning nudity and public indecency.

Section XXVI - Fireworks

This rule has been amended to prohibit sparklers. This section has also been amended to clarify the requirement to comply with local regulations as well as park rules.

Section XXVII - Firearms

The definition of firearms in this rule has been clarified. Where State law permits the possession of firearms under circumstances where it supersedes local regulations, this has been specified. A provision has been added to this rule allowing possession of firearms or their discharge pursuant to specific Commission permission.

Section XXIX - Skating and Coasting

This rule has been clarified to include roller blades and other similar devices. Paragraph (C) of this rule has been modified to specifically refer to skateboards and other similar devices.

Section XXX - Balloons, Airplanes and Parachutes

This section has been clarified to apply the descent of balloons, airplanes and parachutes.

Section XXXV - Powers Reserved

This section has been added to clarify the Commission's authority to regulate Park properties by resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Commission does hereby approve the proposed amendments and additions to the rules and does recommend these amendments and additions for approval and adoption by the Genesee County Board of Commissioners and the Lapeer Board of Commissioners.

5A

DATE: June 19, 2007

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 \$1,262.50 (May, 2007)
- 2) General Council in the amount of \$62.50 (May, 2007)

BACKGROUND INFORMATION:

ADDITIONAL INFORMATION:

CONTACT PERSON(S): Linda K. Hess

SUPPORTING DOCUMENTS: Billing Statements

DRAFT MOTION:

To authorize payment to Johnson, Rosati, LaBarge, Aseltyne & Field, P.C. in reference to

- a) invoice #1050154 in the amount of \$62.50 for services rendered 5/1/07-5/31/07; and
- b) invoice #1050155 in the amount of \$1,262.50 for services rendered 5/1/07-5/31/07

to be paid from line item #101-210-801.020.

ATTACHMENTS YES NO

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

June 15, 2007

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

Invoice # 1050155

In Reference To: General Counsel

Professional Services Rendered Through May 31, 2007

| | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|------------------------------------|-----------------|----------------|
| 5/21/2007 | CJJ | 0.30 | 37.50 |
| | | 125.00/hr | |
| | CJJ | 0.20 | 25.00 |
| | | 125.00/hr | |
| | For professional services rendered | <u>0.50</u> | <u>\$62.50</u> |
| | Balance due | | <u>\$62.50</u> |

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

June 15, 2007

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

Invoice # 1050154

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

Professional Services Rendered Through May 31, 2007

| | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|--|-------------------|---------------|
| 5/7/2007 | MLH Correspondence to client regarding status | 0.50 125.00/hr | 62.50 |
| 5/10/2007 | MLH Telephone conference with Court | 0.10 125.00/hr | 12.50 |
| | MLH Receipt/review of Order Dismissing Co-Defendants' Motion | 0.30 125.00/hr | 37.50 |
| | MLH Correspondence to client | 0.40 125.00/hr | 50.00 |
| | MLH Research of United States Supreme Court Rules | 0.60 125.00/hr | 75.00 |
| 5/14/2007 | MLH Receipt/review of Legislative History on Antitrust State Action Immunity Provisions | 0.90 125.00/hr | 112.50 |
| | MLH Research of Congressional Record materials for State Action Exemption | 1.30 125.00/hr | 162.50 |

| | | | <u>Hrs/Rate</u> | <u>Amount</u> |
|-----------|-----|--|-------------------|---------------|
| 5/21/2007 | MLH | Telephone conference with Court regarding status of Motion for Rehearing | 0.20 125.00/hr | 25.00 |
| 5/24/2007 | MLH | Receipt/review correspondence from client | 0.10 125.00/hr | 12.50 |
| | MLH | Telephone conference with client | 0.40 125.00/hr | 50.00 |
| | MLH | Telephone conference with Allegan County Register of Deeds | 0.30 125.00/hr | 37.50 |
| 5/25/2007 | MLH | Receipt/review of correspondence from Co-Defendant's counsel regarding potential development of issues on appeal | 0.50 125.00/hr | 62.50 |
| | MLH | Telephone conference with National Records Industry Association regarding Issues on Appeal | 1.20 125.00/hr | 150.00 |
| | MLH | Telephone conference with National Association of County Records | 0.50 125.00/hr | 62.50 |
| | MLH | Correspondence to client | 0.60 125.00/hr | 75.00 |
| | MLH | Research of Indiana Legislative Analysis | 0.40 125.00/hr | 50.00 |
| | MLH | Correspondence to National Records Industries Representative | 0.30 125.00/hr | 37.50 |
| | MLH | Correspondence to President of National Association of County Recorders | 0.30 125.00/hr | 37.50 |
| 5/26/2007 | MLH | Correspondence to Allegan County Register of Deeds | 0.30 125.00/hr | 37.50 |
| 5/29/2007 | MLH | Research of status of Register's Legislation | 0.50 125.00/hr | 62.50 |
| | MLH | Correspondence from potential expert witness | 0.10 125.00/hr | 12.50 |

| | <u>Hrs/Rate</u> | <u>Amount</u> |
|---|-------------------|-------------------|
| 5/29/2007 MLH Correspondence to expert witness | 0.30 125.00/hr | 37.50 |
| For professional services rendered | <u>10.10</u> | <u>\$1,262.50</u> |
| Previous balance | | \$337.50 |
| 5/25/2007 Payment - thank you. Check No. 209991 | | <u>(\$337.50)</u> |
| Balance due | | <u>\$1,262.50</u> |

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

5B

DATE: June 15, 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:

- 2) Billing Statement

DRAFT MOTION:

...that the Board authorize payment to Michigan Municipal Risk Management Authority in the amount of \$97,749.00 from line item #101-954-713.000 for the 3rd 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 #: 91543-3
 Invoice Date: 01/31/2007
 Amount Due: \$ 110,249.00
 Due Date: 07/01/2007

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

Member #: 00082

FOR INTERNAL USE ONLY:

G - 97749.00
 R - 12500.00

Please Detach and return this portion with your payment

Michigan Municipal Risk Management Authority

Invoice #: 91543-3
 Invoice Date: 01/31/2007
 Amount Due: \$ 110,249.00
 Due Date: 07/01/2007

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 | \$97,750.00 | \$12,500.00 | \$110,250.00 |
| 07/01/2007 | \$97,749.00 | \$12,500.00 | \$110,249.00 |
| Total: | \$390,999.00 | \$50,000.00 | \$440,999.00 |

pe 11/31/07

97,749.00

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