

**MARLENE M. BRUNS
LAPEER COUNTY CLERK**

County Complex Building
255 Clay Street
Lapeer, Michigan 48446

Phone 810 area code
667-0356

Circuit Court Division
667-0358

Fax 667-0362

A-G-E-N-D-A

LAPEER COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING

July 5, 2007

5:30 P.M.

At the Village of North Branch

4018 Huron Street, North Branch, MI 48461

Cheryl Clark	District #1
Dyle Henning	District #2
Gary Roy	District #3
Lenny Schneider	District #4
Dave Taylor	District #5
Linda Jarvis	District #6
Ian Kempf	District #7

CALL TO ORDER BY CHAIRMAN/VICE-CHAIR

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

CONSIDERATION FOR APPROVAL:

- ◆ Agenda
- ◆ June 21, 2007 Regular Board Meeting Minutes

REVIEW OF COMMISSIONER MILEAGE/EXPENSE SHEETS

PUBLIC TIME - Citizens Comments, etc.

CONTINUED-

NEW/OLD BUSINESS:

- A. RESOLUTION** - Related to the Park Rules from Genesee County
- B. DISTRICT COURT** - Request to renew a postage meter lease
(Referred from the June 28, 2007 Committee of the Whole Meeting)

(Additional items)

- C.**
- D.**
- E.**

DRAFT MOTIONS

- ◆ **Committee of the Whole** (06/28/07) (attached)

AUDIT MOTIONS

- ◆ **County Audit Motion**
For disbursements dated July 6, 2007
- ◆ **Road Commissioner's Audit Motion**
For disbursements dated July 5, 2006

COMMISSIONER'S REPORTS

PUBLIC TIME - Citizens Comments, etc.

CLOSED SESSION - (if needed)

RECESS/ADJOURN

LAPEER COUNTY BOARD OF COMMISSIONERS REGULAR BOARD MEETING

June 21, 2007

7:30 PM.

Chairman Taylor called the meeting to order at 7:32 p.m. at the Rich Township Hall, 8482 North Lapeer Road. Commissioner Henning opened the meeting with prayer. The Pledge of Allegiance was recited.

Present:	Cheryl A. Clark	District #1
	Dyle Henning	District #2
	Gary Roy	District #3
	Lenny Schneider	District #4
	David Taylor	District #5
	Ian Kempf	District #7

Excused:	Linda M. Jarvis	District #6
----------	-----------------	-------------

AGENDA

It was the consensus of the Board to accept the agenda with the addition of a draft motion to set the tax roll and the deletion of a closed session.

The draft minutes from the June 7, 2007 Regular Board Meeting were reviewed.

224-07

Motion by Schneider, supported by Kempf, to approve the draft minutes from the June 7, 2007 Regular Board Meeting. Motion carried.

225-07

Motion by Schneider, supported by Henning, to approve the draft minutes from the June 7, 2007 Special Budget Planning Meeting. Motion carried.

PUBLIC TIME – Chairman Taylor requested that everyone introduce themselves. After the introductions, some of the constituents expressed concerns about the conditions of local roads. An opposition to House Bill 4780 was also expressed.

Chairman Taylor opened the floor to State Senator Jud Gilbert for comment. Once Senator Gilbert finished, State Representative John Stahl commented. Chairman Taylor thanked them both for coming.

Chairman Taylor opened the floor to Doug Hodge from the Road Commission to speak.

Lengthy discussion followed with State Senator Jud Gilbert and State Representative John Stahl.

Board of Health – one five-year term

Commissioner Clark nominated Thomas Bradburn for re-appointment to the Board of Health.

226-07

Motion by Schneider, supported by Kempf, that nominations be closed, the rules set aside and a unanimous ballot be cast to re-appoint Thomas Bradburn to serve on the Board of Health, for a five-year term ending June 30, 2012. Motion carried.

227-07

Motion by Kempf, supported by Roy, that the 2007 tax rolls be established as follows, based upon a taxable valuation of \$3,129,128,779:

- 3.7886 allocated mills
- .2456 voted senior mills
- .7301 voted Medical Care Facility mills

and further, that these millage rates be placed on the 2007 tax rolls, and that the Chairman and County Clerk be authorized to sign the L-4029 form to be submitted to the Michigan Department of Treasury. Roll Call Vote: Kempf, aye; Jarvis, absent; Roy, aye; Schneider, aye; Clark, aye; Henning, aye; Taylor, aye. 6 ayes, 1 absent. Motion carried.

228-07

Motion by Henning, supported by Clark, 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.

229-07

Motion by Henning, supported by Clark, 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.

230-07

Motion by Henning, supported by Clark, 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.

231-07

Motion by Henning, supported by Clark, 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.

232-07

Motion by Henning, supported by Clark, 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.

233-07

Motion by Henning, supported by Schneider, pursuant to action taken at the March 25, 1999 Regular Board Meeting, giving the Committee of the Whole the authority to act, to enter into the official record the following action taken at the June 14, 2007 meeting of the Committee of the Whole:

"Motion by Kempf, supported by Clark, 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.

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 carried.

234-07

Motion by Clark, supported by Schneider, to refer the County Cell Phone Policy to the July 12, 2007 Committee of the Whole Meeting, with authority to act. Motion carried.

235-07

Motion by Henning, supported by Clark, to refer the contract with an auctioneer, within Lapeer County, to auction the Lyle Stewart Building to the June 28, 2007 Committee of the Whole Meeting, with authority to act. Roll Call Vote: Henning, aye; Kempf, nay; Roy, nay; Schneider, nay; Clark, aye; Jarvis, absent; Taylor, nay. 2 ayes, 4 nays, 1 absent. Motion failed.

236-07

Motion by Kempf, supported by Roy, 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: Kempf, aye; Roy, aye; Schneider, aye; Clark, nay; Henning, nay; Jarvis, absent; Taylor, aye. 4 ayes, 2 nays, 1 absent. Motion carried.

237-07

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.

238-07

Motion by Clark, supported by Kempf, to approve the County's Audit Motion for disbursements dated June 22, 2007, based upon the signature of the County Controller/Administrator; and further, to approve the Road Commission's Audit Motion for disbursements dated June 21, 2007, based upon the signatures of the Road Commission Chairman and Finance Director. Roll Call Vote: Clark, aye; Schneider, aye; Henning, aye; Jarvis, absent; Kempf, aye; Roy, aye; Taylor, aye. 6 ayes, 1 absent. Motion carried.

Commissioner Henning thanked Rich Township for allowing the Board to use their facility.

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

PUBLIC TIME – No comments were received.

239-07

Motion by Schneider, supported by Clark to adjourn the meeting. 10:10 p.m.

David Taylor, Chairman
Board of Commissioners



Marlene M. Bruns, County Clerk
Clerk of the Board

COUNTY EXPENSES REIMBURSEMENT REQUEST FORM

County Commissioner
 COUNTY DEPARTMENT

Cheryl Clark
 NAME OF EMPLOYEE

County Commissioner
 TITLE OR POSITION

6/19/2007
 DATE SUBMITTED

 FROM: 5/1/2007 TO: 5/31/2007
 PERIOD COVERED

DAY OF MONTH	DESCRIPTION	Location	PRIVATE AUTOMOBILE		COUNTY AUTOMOBILE		LODGING	MEALS	OTHER	DAILY TOTALS
			MILES	AMOUNT	GAS	OTHER				
1-May	Marathon Twp	Col	7	\$ 2.84						\$ 2.84
2-May	MPCB	Lapeer	22	\$ 8.91						\$ 8.91
7-May	MPCB/DOSA	Lapeer	19	\$ 7.70						\$ 7.70
9-May	mcf	Lapeer	14	\$ 5.67						\$ 5.67
10-May	reg bd	Lapeer	14	\$ 5.67						\$ 5.67
17-May	IGCC	lansing	180	\$ 72.90						\$ 72.90
21-May	MPCB/MAC	lansing	170	\$ 68.85						\$ 68.85
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
SUMMARY TOTAL			426	\$ 172.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 172.53
TOTAL AMOUNT OF VOUCHER										\$ 172.53

OK

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

NATURE OF OFFICAL BUSINESS: _____

SIGNED BY Cheryl Clark

APPROVED BY: _____
Department Head or authorized representative

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

COUNTY EXPENSES REIMBURSEMENT REQUEST FORM

County Commissioner
COUNTY DEPARTMENT

Cheryl Clark
NAME OF EMPLOYEE

County Commissioner
TITLE OR POSITION

6/19/2007
DATE SUBMITTED

FROM: 6/1/2007 TO: 6/31/2007
PERIOD COVERED

DAY OF MONTH	DESCRIPTION	Location	PRIVATE AUTOMOBILE		COUNTY AUTOMOBILE		LODGING	MEALS	OTHER	DAILY TOTALS
			MILES	AMOUNT	GAS	OTHER				
6-Jun	MPCB	Lapeer	22	\$ 8.91						\$ 8.91
13-Jun	CPC	Lapeer	19	\$ 7.70						\$ 7.70
20-Jun	Sr Coalition	Lapeer	22	\$ 8.91						\$ 8.91
21-Jun	reg bd	NB	26	\$ 10.53						\$ 10.53
25-Jun	MAC	lansing	173	\$ 70.07						\$ 70.07
	Elba twp			\$ -						\$ -
27-Jun	MAC 7th	deerfield	14	\$ 5.67						\$ 5.67
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
				\$ -						\$ -
SUMMARY TOTAL			276	\$ 111.78	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 111.78

146.54 = 128.34

TOTAL AMOUNT OF VOUCHER \$ 128.34

dbc

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

NATURE OF OFFICAL BUSINESS: _____

SIGNED BY Cheryl Clark

APPROVED BY: _____
Department Head or authorized representative

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

COUNTY EXPENSES REIMBURSEMENT REQUEST FORM

COUNTY DEPARTMENT _____
Gary Roy
 NAME OF EMPLOYEE
Commissioner 3rd Dist
 TITLE OR POSITION

06-29-2007
 DATE SUBMITTED
 FROM: 05-01 TO: 05-31
 PERIOD COVERED
 ACCOUNT NUMBER _____

DAY OF MONTH	DESCRIPTION	PRIVATE AUTOMOBILE		COUNTY AUTOMOBILE		CAB, BUS OR PARKING	LODGING	MEALS	OTHER	DAILY TOTALS	
		MILES	AMOUNT	GAS	OTHER						
9	Village of NB	36									
9	AREADIA	8									
16 th	HDC Caro, Mi	94									
21	BURNSIDE Twp	22									
22	Village of Gifford	42									
23	Road Commission	20									
SUMMARY TOTAL		222									

TOTAL AMOUNT OF VOUCHER 89.91 doc

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

NATURE OF OFFICAL BUSINESS: _____

SIGNED BY: Gary Roy

APPROVED BY: _____
Department Head or authorized representative

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

A

BOARD OF COMMISSIONERS FOR THE COUNTY OF LAPEER
RESOLUTION

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 Clerk of the County of Lapeer) 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.

WHEREAS, these proposed amendments and additions have been reviewed and approved by the Board of Commissioners for the County of Genesee on April 4, 2007 and approval has been sought from the Board of Commissioners of the County of Lapeer.

NOW, THEREFORE, BE IT RESOLVED, that this Board of Commissioners for the County of Lapeer does hereby approve the proposed amendments and additions to the Genesee County Parks and Recreation Commission rules.

I do hereby certify that the foregoing resolution was adopted by vote at a meeting of the Board of Commissioners for the County of Lapeer on the 5th of July, 2007.

BOARD OF COMMISSIONERS FOR
THE COUNTY OF LAPEER

By: Marlene M. Bruns
Its: CLERK

(B)

DATE: 06/2707

REQUEST FOR ACTION

FOR YOUR INFORMATION

REQUEST FOR INFORMATION

TO: LAPEER COUNTY BOARD OF COMMISSIONERS

FROM: 71A District Court

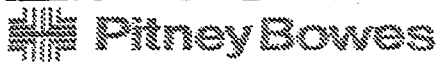
SUMMARY OF REQUEST / INFORMATION: The Court would request a new 60 month lease of a Pitney Bowes scale and postage meter.

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:



Engineering the flow of communication

Rental Account Number 60

Grid for account number

Your Business Information

Form with fields: CAN #, ORDER #, Full Legal Name of Lessee, DBA Name of Lessee, Tax ID # (FEIN/TIN), Billing Address, Billing Contact Name, Billing Contact Phone #, Billing CAN #, Installation Address, 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

Table with 2 columns: Qty, Business Solution Description. Rows include Mail Stream Solution - 1, DM200L/2lb Integrated Weighing Platform, IntelliLink interface / PSD for DM200L, Basic Accounting (25 Dept) Software, Professional installation, IntelliLink Subscription.

Check items to be included in customer's payment

- Equipment Maintenance (checked)
Software Maintenance (checked)
Soft-Guard Subscription (checked)

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 (checked)

Provides simplified billing and includes () resets per year

- Confirmation Services
Purchase Power

Your Payment Plan

Table with 2 columns: Number of months, Monthly amount*. Rows: 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...

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...

Signature and Date lines, Print Name (Frank Warren), Title (072), Email Address, 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.

**DRAFT MOTIONS FROM THE
June 28, 2007
COMMITTEE OF THE WHOLE MEETING**

- 1.** Motion by Clark, supported by Kempf, to recommend to the Full Board, to authorize payment to Johnson, Rosati, LaBarge, Aseltyn & Field, P.C., in reference to invoice #1050154, in the amount of \$62.50, and in reference to invoice #1050155, in the amount of \$1,262.50, for services rendered 05/01/07 – 05/31/07, to be paid from line item 101-210-801.020. Motion carried.

- 2.** Motion by Kempf, supported by Clark, to recommend to the Full Board, to 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. Motion carried.