

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

May 7, 2009

**8:30 A.M.**

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

#### CALL TO ORDER BY CHAIRMAN/VICE-CHAIR

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

#### CONSIDERATION FOR APPROVAL:

- ◆ Agenda
- ◆ April 23, 2009 Regular Board Minutes

#### REVIEW OF COMMISSIONER MILEAGE/EXPENSE SHEETS

**PUBLIC TIME** - Citizens Comments, etc.

CONTINUED-

**NEW/OLD BUSINESS:**

- A. APPOINTMENTS** - Lapeer County Land Bank Authority  
(Referred from the April 9<sup>th</sup> & 23<sup>rd</sup> , 2009 Regular Board Meetings)
- B. 2009 REMONUMENTATION GRANT AGREEMENTS**  
(Referred from the April 30, 2009 Committee of the Whole Meeting)
- C. DRAFT RESOLUTION**  
Michigan Department of Environmental Quality (DEQ)  
(Referred from the April 20, 2009 Committee of the Whole Meeting)
- D. DRAFT RESOLUTION**  
Support for the Campaign for Justice  
(Referred from the April 20, 2009 Committee of the Whole Meeting)

(Additional items)

- E.**
- F.**
- G.**

**DRAFT MOTIONS**

- ◆ **Committee of the Whole**      (04/30/09)      (attached)

**FISCAL PLANNING/BUDGETING DISCUSSION** - If needed

**AUDIT MOTIONS**

- ◆ **County Audit Motion**  
For disbursements dated May 8, 2009
- ◆ **Road Commissioner's Audit Motion**  
For disbursements dated May 7, 2009

**PUBLIC TIME** - Citizens Comments, etc.

**COMMISSIONERS' REPORTS**

**CLOSED SESSION** - If needed

**RECESS/ADJOURN**

**LAPEER COUNTY BOARD OF COMMISSIONERS  
REGULAR BOARD MEETING  
April 23, 2009  
8:30 A.M.**

Chairman Taylor called the meeting to order at 8:30 a.m. in the Commission Chambers on the lower level of the County Complex Building. Commissioner Taylor 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
	C. 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 contract for auditing services, and the deletion of a closed session.

The draft minutes from the April 9, 2009 Regular Board Meeting were reviewed.

124-09

Motion by Schneider, supported by Kempf, to approve the draft minutes from the April 9, 2009 Regular Board Meeting. Motion carried.

It was noted that the Commissioner Mileage/Expense Sheets are in the packet for review.

**PUBLIC TIME** – No comments were received.

125-09

Motion by Henning, supported by Kempf, to refer the appointments to the Lapeer County Land Bank Authority Board to the May 7, 2009 Regular Board Meeting. Motion carried.

126-09

Motion by Kempf, supported by Clark, to approve the following budget amendment as submitted by the Sheriff's Department Dive Team:

Increase	264-335-742.000 (Other Supplies)	by	\$1,500.00
Increase	264-335-956.000 (Employee Training)	by	\$2,000.00
Increase	264-335-977.000 (Machinery & Equipment)	by	\$3,500.00
Increase	264-335-675.000 (Contributions)	by	\$7,000.00

Motion carried.

127-09

Motion by Schneider, supported by Kempf, to authorize E-911 Central Dispatch to pay Inacomp for services rendered, at a cost of \$1,850.00, pursuant to Motion Number 27-09. Motion carried.

128-09

Motion by Schneider, supported by Kempf, to accept into the record the 2008 Lapeer County MSU Extension Annual Report. Motion carried.

129-09

Motion by Schneider, supported by Kempf, to authorize payment to Howard L. Shifman P.C., in the amount of \$7,383.00, for legal services rendered 03/01/09 – 03/31/09, to be paid from line item 101-210-801.020. Motion carried.

130-09

Motion by Schneider, supported by Kempf, to authorize Community Development to submit a Grant Application, in the amount of \$100,000.00, to Michigan State Housing Development Authority (MSHDA), for funding through the Neighborhood Stabilization Program, to demolish foreclosed and abandoned properties for future redevelopment. Motion carried.

Greg Hill, Director of the Equalization Department, presented the 2009 Equalization Report. Lengthy discussion followed which included questions and comments from the public.

131-09

Motion by Kempf, supported by Schneider, to adopt the 2009 Lapeer County Equalization Report as presented (Total Real Property \$363,258,516.00; Total Personal Property \$189,867,976.00; Total Real and Personal Property \$3,822,452,992.00); and further, to authorize the Chairman and County Clerk to sign the L-4024 forms. Roll Call Vote: Kempf, aye; Clark, aye; Henning, aye; Jarvis, absent; Roy, aye; Schneider, aye; Taylor, aye. 6 ayes, 1 absent. Motion carried.

132-09

Motion by Clark, supported by Kempf, to approve the County's Audit Motion for disbursements dated April 24, 2009, based upon the signature of the County Controller/Administrator; and further, to approve the Road Commission Audit Motion for disbursements dated April 23, 2009, based upon the signatures of the Road Commission Chairman and Finance Director. Roll Call Vote: Clark, aye; Henning, aye; Jarvis, absent; Kempf, aye; Roy, aye; Schneider, aye; Taylor, aye. 6 ayes, 1 absent. Motion carried.

**PUBLIC TIME** – Dave Carver shared his concerns regarding the Soil Erosion and Sedimentation Department.

133-09

Motion by Clark, supported by Kempf, to authorize the Chairman to sign the 2009 audit engagement letter with Stewart, Beauvais & Whipple. Motion carried.

134-09

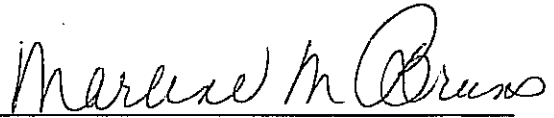
Motion by Clark, supported by Kempf, to approve the expansion of the audit engagement by approximately 80 to 100 hours, at a cost of between \$6,400.00 to \$8,000.00, to be paid from line item 617-523-813.000, and further to authorize the Chairman to sign said engagement letter. Motion carried.

The meeting recessed. 11:03 – 11:10 a.m.

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

Chairman Taylor declared the meeting adjourned. 11:30 a.m.

David Taylor, Chairman  
Board of Commissioners

  
\_\_\_\_\_  
Marlene M. Bruns, County Clerk  
Clerk of the Board



# COUNTY TRAVEL EXPENSE VOUCHER

LEAVE BLANK

VOUCHER NO. \_\_\_\_\_

WARRANT NO. \_\_\_\_\_

WARRANT DATE \_\_\_\_\_

*Co Comm*

COUNTY DEPARTMENT OR INSTITUTION

*Cheryl Clark*

*Co Comm*

NAME OF EMPLOYEE

TITLE OF POSITION

*4101 Flint River Rd*

HOME ADDRESS (CITY)

DATE SUBMITTED *5-1-09* 19\_\_

PERIOD COVERED:

FROM *4-1-09* TO *4-30-09*

ACCOUNT NO. \_\_\_\_\_

IN PREPARATION OF THIS VOUCHER USE TYPEWRITER OR PRINT PLAINLY

DAY OF MONTH	DESCRIPTION	PRIVATE AUTOMOBILE		COUNTY OWNED AUTOMOBILE		RAILROAD, PULLMAN, STREET CAR, CAB OR BUS FARES	HOTEL OR ROOM	MEALS	OTHER EXPENSES	DAILY TOTAL	
		MILES	AMOUNT	GAS AND OIL	OTHER EXPENSE						
<i>4/1</i>	<i>MPCB Lapeer</i>	<i>23</i>	<i>10.70</i>							<i>10</i>	<i>70</i>
<i>4/2</i>	<i>WPAH Lapeer</i>	<i>17</i>	<i>6.84</i>							<i>6</i>	<i>84</i>
<i>4/7</i>	<i>Comm "</i>	<i>14</i>	<i>6.51</i>							<i>6</i>	<i>51</i>
<i>4/15</i>	<i>Sc. Card "</i>	<i>23</i>	<i>10.70</i>							<i>10</i>	<i>70</i>
<i>4/17</i>	<i>DHS "</i>	<i>14</i>	<i>6.51</i>							<i>6</i>	<i>51</i>
<i>4/21</i>	<i>Comm "</i>	<i>14</i>	<i>6.51</i>							<i>6</i>	<i>51</i>
<i>4/21</i>	<i>SLT Mullington</i>	<i>50</i>	<i>23.25</i>							<i>23</i>	<i>25</i>
<i>4/23</i>	<i>MAC - Lapeer</i>	<i>14</i>	<i>6.51</i>							<i>6</i>	<i>51</i>
SUMMARY TOTALS		<i>171</i>	<i>79.53</i>								

TOTAL AMOUNT OF VOUCHER *79.53*

I HEREBY CERTIFY THAT ALL ITEMS OF EXPENSE INCLUDED IN THIS STATEMENT WERE INCURRED IN THE DISCHARGE OF AUTHORIZED OFFICIAL BUSINESS; THAT THE AMOUNTS ARE CORRECT; AND THAT THEY REPRESENT PROPER CHARGES AGAINST THE COUNTY.

NATURE OF OFFICIAL BUSINESS \_\_\_\_\_

EXTENSIONS AND ADDITIONS CHECKED \_\_\_\_\_

SIGNED *Cheryl A Clark*

MILEAGE CHECKED \_\_\_\_\_

APPROVED \_\_\_\_\_  
HEAD OF UNIT OR AUTHORIZED AGENT

EXPENDITURE CHECKED \_\_\_\_\_

NOTE: SEE REVERSE SIDE FOR INSTRUCTIONS

## COUNTY EXPENSES REIMBURSEMENT REQUEST FORM

Board of Commissioners

COUNTY DEPARTMENT

4/30/09

DATE SUBMITTED

Dyle Henning

NAME OF EMPLOYEE

FROM: 4/1

TO: 4/30/09

PERIOD COVERED

Co. Commissioners Dist #2

TITLE OR POSITION

ACCOUNT NUMBER

DAY OF MONTH	DESCRIPTION	PRIVATE AUTOMOBILE		COUNTY AUTOMOBILE		CAB, BUS OR PARKING	LODGING	MEALS	OTHER	DAILY TOTALS
		MILES	AMOUNT	GAS	OTHER					
4/2	H to LC to H	0	—	BOC meeting						—
4/9	H to LC to H	0	—	BOC meeting						—
4/15	H to Lapeer to H	13	6.05	Lee Scott meeting						6.05
4/15	H to LC to H	0	—	B.O.C meeting						—
4/17	H to Lansing to H	168	78.12	MAC Environ. Committee						78.12
4/21	H to Arcadia to H	31	14.42	MTA meeting						14.42
4/23	H to LC to H	0	—	BOC meeting						—
4/23	H to Lapeer to H	14	6.51	Library Board						6.51
4/28	H to Lapeer to H	22	10.23	Reg. Resour. Center dinner						10.23
4/29	H to LC to H	0	—	B.O.C. meeting						—
4/29	LC to Drident to Lapeer	36	16.74	Econ. Club to Lapeer						16.74
4/29	Lapeer to Ed Tech to H	22	10.23	Planning for new Evening Mtg.						10.23
SUMMARY TOTAL		306	142.29							

TOTAL AMOUNT OF VOUCHER 142.29

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 OFFICIAL BUSINESS: \_\_\_\_\_

SIGNED BY: Dyle Henning

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

Administration / Boc  
 COUNTY DEPARTMENT

Renda M. Jarvis  
 NAME OF EMPLOYEE

Co Comm #6  
 TITLE OR POSITION

April 30 2009  
 DATE SUBMITTED

FROM: 4-1-09 TO: 4-30-09  
 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					
1st	Person Program	14	6.51			Amnet				6.51
2nd	Boc Cow									
"	WHAH Public Day					Amnet				
"	Jan Bureau					Luncheon at Pub				
4th	H-H Auction	14	6.51							6.51
7th	Pollyanna Meal	17	7.91			Duoden Trip Hall				7.91
9th	KDD Fulk									
	Budget Workshop									
"	Attica Trip	10	4.65			Attica Trip				4.65
11th	Attica Trip	10	4.65			Attica Trip				4.65
13th	Kapac Trip	6	2.79			Kapac Trip Hall				2.79
14th	Rich Bldg	4	4.19			Rich Bldg				4.19
"	Duoden Trip	17	7.91			Duoden Trip Hall				7.91
15th	Duoden Coalition	4	4.19			Rich Bldg				4.19
"	HDC	80	37.20			Car				37.20
16th	Boc Cow									
21st	VAAA Lea	48	22.32			Lea				22.32
22nd	Budget Workshop	102	47.43			Markenneth				47.43
30th	Boc Cow									
"	MSU Ed Tech Workshop	14	6.51			Ed Tech				6.51
SUMMARY TOTAL		350	162.77							

TOTAL AMOUNT OF VOUCHER 162.77

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: Renda M. Jarvis

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

Administration / Boc  
COUNTY DEPARTMENT

April 1, 2009  
DATE SUBMITTED

Linda M Jarvis  
NAME OF EMPLOYEE

FROM: 3/1/09 TO: 3/31/09  
PERIOD COVERED

Co Comm #6  
TITLE OR POSITION

ACCOUNT NUMBER

DAY OF MONTH	DESCRIPTION	PRIVATE AUTOMOBILE		COUNTY AUTOMOBILE		CAB, BUS OR PARKING	LODGING	MEALS	OTHER	DAILY TOTALS
		MILES	AMOUNT	GAS	OTHER					
12th	Full Boc	—	—							
12th	USDA Workshop	9	4.19				Rich Bldg			
12th	Africa Trip Blvd	10	4.65				Africa Trip Hall			
18th	Seniors CoA	9	4.19				Rich Bldg			
18th	HDC	80	37.20				Caro			
19th	Boc Cow	—	—							
24th	VAAA hea	48	22.32				Film			
24th	HDC Foster Co. P.	80	37.20				CH20			
25th	Fire Assoc	36	16.74				Deerfield Log Hall			
26th	Full Boc	—	—							
27th	VAAA Board	48	22.32				Film			
14th	Manning Conf	7	3.25				Lapeer East HS			
SUMMARY TOTAL		327	152.06							

TOTAL AMOUNT OF VOUCHER 152 06

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: \_\_\_\_\_

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

ROC  
COUNTY DEPARTMENT

04/20/2009  
DATE SUBMITTED

Gary Key  
NAME OF EMPLOYEE

FROM: 03-01 TO: 03-31-2009  
PERIOD COVERED

Commissioner Dist 3  
TITLE OR POSITION

ACCOUNT NUMBER

DAY OF MONTH	DESCRIPTION	PRIVATE AUTOMOBILE		COUNTY AUTOMOBILE		CAB, BUS OR PARKING	LODGING	MEALS	OTHER	DAILY TOTALS	
		MILES	AMOUNT	GAS	OTHER						
05	NORTH B. VILLAGE	32	14.88							14	88
10	ARCADIA TWP	12	5.58							5	58
10	Burlington	44	20.46							20	46
11	LCRC	24	11.16							11	16
17	Whispero Village	44	20.46							20	46
18	FDC (CAND)	94	43.71							43	71
23	DUNESIDE	28	13.02							13	02
24	Regent U (Flint)	72	33.48							33	48
SUMMARY TOTAL		350	162.75								

TOTAL AMOUNT OF VOUCHER 162 75

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 Key

APPROVED BY: \_\_\_\_\_  
Department Head or authorized representative

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

A

**From the April 2, 2009 Committee of the Whole Meeting:  
Referred from April 9, 2009 Regular Board  
Referred from the April 23, 2009 Regular Board**

**Lapeer County Land Bank Authority Board – 1<sup>st</sup> appointments**

At the April 2, 2009 Committee of the Whole Meeting Commissioner Kempf nominated Sara Coulter, Ron Cischke, Tamara Bentley, Gayle Coulter and Dana M. Miller. Commissioner Clark nominated Sally Eilersen.

Chairman Taylor declared nominations closed.

-09

Motion by Clark, supported by Kempf, to recommend to the Full Board, to appoint Sara Coulter, Ron Cischke to serve a one year term ending April 1, 2010, and Dana M. Miller to serve as the Statutory position, ending December 31, 2012, on the Lapeer County Land Bank Authority Board. Motion carried.

Chairman Taylor asked the Board to vote for two individuals for the remaining positions on this board.

Ballot #1

Roy	Tamara Bentley, Gayle Coulter
Schneider	Tamara Bentley, Gayle Coulter
Clark	Gayle Coulter, Sally Eilersen
Henning	Gayle Coulter, Sally Eilersen
Jarvis	Gayle Coulter, Sally Eilersen
Kempf	Gayle Coulter, Sally Eilersen
Taylor	Gayle Coulter, Sally Eilersen

Chairman Taylor announced that Gayle Coulter and Sally Eilersen received a majority of votes and recommends to the Full Board that they be appointed to serve on the Lapeer County Land Bank Authority Board, for a two-year term ending April 1, 2011.

B

**REQUEST FOR ACTION**

Date: April 24, 2009  
TO: Lapeer County Board of Commissioners -COW  
From: Ray Davis, County Surveyor/Craig Horton, CFO

**SUMMARY OF REQUEST / INFORMATION**

Requesting approval of the FY 2009 Remonumentation Grant Agreements for surveying services by the following: RA Duthler Land Surveyor; Kennedy Surveying; and Davis Land Surveying & Engineering.

**Contact Person (s):** Ray Davis or Craig Horton

**SUPPORTING DOCUMENTS:** Grant Agreements

**DRAFT MOTION:**

Motion by \_\_\_\_\_, supported by \_\_\_\_\_, to approve the attached FY 2009 Remonumentation grant agreements for surveying services between the County of Lapeer and RA Duthler Land Surveyor, Kennedy Surveying, and Davis Land Surveying & Engineering; and further, to authorize the Chairman to sign said agreements.

## AGREEMENT 2009 GRANT

This agreement is entered into by and between:

**LAPEER COUNTY**  
279 NORTH COURT STREET  
LAPEER, MICHIGAN 48446

and

**MR. RICHARD DUTHLER, P.S.**  
**RA DUTHLER LAND SURVEYOR LLC**  
158 E. THIRD STREET  
PO BOX 67  
IMLAY CITY, MI 48444

The terms and conditions of which are as follows:

### DEFINITIONS

1. The term Grantor shall mean Lapeer County and the State of Michigan.
2. The term Grantee shall mean the Monumentation Surveyor (or anyone directly or indirectly employed by it).
3. The term Peer Group shall mean a committee made up of Professional Surveyors whose duty is to review all data on Government Corners and determine their correct location.

### TERMS

The Grantor intends to secure the surveying services as outlined in exhibit "A" as attached. The standard of care for all surveying services furnished by the surveyor under the agreement will be the care and skill ordinarily used by members of the Surveyor's profession practicing under similar conditions at the same time and in the same locality. The Grantee shall provide and maintain public liability, property damage, and workers' compensation insurance while working for Grantor. The insurance shall cover interests of all parties to this Agreement, and all claims which may arise out of the Grantees operations under this Agreement.

The Grantee is responsible for insuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The Grantee is responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work of performance of the Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.

The Grantee agrees to comply with the following indemnification clause:  
TO THE EXTENT THAT LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS COSTS, CHARGES AND EXPENSES ARE CAUSED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION OR THE MONUMENTATION SURVEYOR (OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT) ARISING FROM THE SERVICES RENDERED BY THE MONUMENTATION SURVEYOR, THE MONUMENTATION SURVEYOR AGREES TO HOLD HARMLESS AND INDEMNIFY LAPEER COUNTY AND THE STATE OF MICHIGAN (AND ITS AGENTS AND EMPLOYEES) FROM AND AGAINST SAID LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, COSTS, CHARGES AND EXPENSES IMPOSED UPON THE GRANTEE.

The Grantor, or the Monumentation Surveyor, may terminate this agreement at any time in whole or in part by delivery of a "Notice of Termination" to the other party. Termination may be initiated due to funding reductions, the elimination of funds, or if the project in whole or part is no longer required because of identified efficiencies and/or economies. The Monumentation Surveyor shall be compensated for the State's share of all expenditures authorized by the grant budget incurred prior to the date of the "Notice of Termination" and for those financial obligations or purchase orders authorized by the grant budget that cannot be canceled. In addition, this agreement can be terminated by the Grantor if the Grantee fails to comply with any of the provisions of this Agreement.

Nothing in this agreement can be assigned by either party without the written approval and consent of the other party.

No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement of any benefit that arises therefrom.

#### CONDITIONS FOR PAYMENT OF WORK:

This Agreement requires that all survey work be performed in accordance with Act 345 of Public Acts of 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a Government Corner. It is required that these instructions be followed to the best of the Monumentation Surveyor's ability.

The Monumentation Surveyor will be assigned the Government Corner or corners to be installed by the County Surveyor.

The Monumentation Surveyor shall install the appropriate corner marker and cap and shall file a Land Corner Recordation Certificate as required by Act 74 of the Public Acts of 1970, as amended, being Sections 54.201 to 54.219 (d) of the Michigan Compiled Laws. One copy of said Certificate shall be given to the Remonumentation Grant Administrator together with a statement for payment of work. Said statement shall be in accordance with the schedule of fees and charges approved by the Lapeer County Grant Administrator. Upon approval of the Lapeer County Grant Administrator, payment will be made.

ACCEPTANCE

Lapeer County and the Monumentation Surveyor, by signature below, acknowledge that they have read this Agreement, understand it and agree to all its terms and conditions. Execution of this agreement shall constitute a notice to proceed.

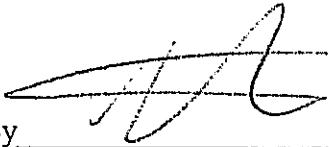
Accepted:

Accepted:

LAPEER COUNTY

SURVEYOR

By \_\_\_\_\_  
Craig Horton

By  \_\_\_\_\_

Title Lapeer County Grant Administrator

Title PROF. SURVEYOR

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

Date 4/15/09



PEER GROUP ATTENDANCE WHILE PRESENTING YOUR CONTRACT CORNERS IS INCLUDED IN THE PRICE PER CORNER. ADDITIONAL PEER GROUP PARTICIPATION WILL BE COMPENSATED AT \$70. PER HOUR AS LONG AS FUNDS ARE AVAILABLE.

PERIOD OF SERVICE

All work under this contract shall be completed by SEPTEMBER 1, 2009

The Peer Group will meet periodically as sufficient corners are submitted to warrant a review meeting, however all dossier's shall be submitted no later than by JULY 1, 2009.

PAYMENT @ \$4980.00 PER CONTRACT

At the completion of item C                    1/3 OF CONTRACT

At the completion of item J                    2/3 OF CONTRACT

# AGREEMENT 2009 GRANT

This agreement is entered into by and between:

**LAPEER COUNTY**  
279 NORTH COURT STREET  
LAPEER, MICHIGAN 48446

and

**MR. HUSTON KENNEDY, P.S.**  
**KENNEDY SURVEYING**  
105 N. WASHINGTON STREET  
LAPEER, MI 48371

The terms and conditions of which are as follows:

## DEFINITIONS

1. The term Grantor shall mean Lapeer County and the State of Michigan.
2. The term Grantee shall mean the Monumentation Surveyor (or anyone directly or indirectly employed by it).
3. The term Peer Group shall mean a committee made up of Professional Surveyors whose duty is to review all data on Government Corners and determine their correct location.

## TERMS

The Grantor intends to secure the surveying services as outlined in exhibit "A" as attached. The standard of care for all surveying services furnished by the surveyor under the agreement will be the care and skill ordinarily used by members of the Surveyor's profession practicing under similar conditions at the same time and in the same locality. The Grantee shall provide and maintain public liability, property damage, and workers' compensation insurance while working for Grantor. The insurance shall cover interests of all parties to this Agreement, and all claims which may arise out of the Grantees operations under this Agreement.

The Grantee is responsible for insuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The Grantee is responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work of performance of the Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.

The Grantee agrees to comply with the following indemnification clause:

TO THE EXTENT THAT LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS COSTS, CHARGES AND EXPENSES ARE CAUSED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION OR THE MONUMENTATION SURVEYOR (OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT) ARISING FROM THE SERVICES RENDERED BY THE MONUMENTATION SURVEYOR, THE MONUMENTATION SURVEYOR AGREES TO HOLD HARMLESS AND INDEMNIFY LAPEER COUNTY AND THE STATE OF MICHIGAN (AND ITS AGENTS AND EMPLOYEES) FROM AND AGAINST SAID LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, COSTS, CHARGES AND EXPENSES IMPOSED UPON THE GRANTEE.

The Grantor, or the Monumentation Surveyor, may terminate this agreement at any time in whole or in part by delivery of a "Notice of Termination" to the other party. Termination may be initiated due to funding reductions, the elimination of funds, or if the project in whole or part is no longer required because of identified efficiencies and/or economies. The Monumentation Surveyor shall be compensated for the State's share of all expenditures authorized by the grant budget incurred prior to the date of the "Notice of Termination" and for those financial obligations or purchase orders authorized by the grant budget that cannot be canceled. In addition, this agreement can be terminated by the Grantor if the Grantee fails to comply with any of the provisions of this Agreement.

Nothing in this agreement can be assigned by either party without the written approval and consent of the other party.

No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement of any benefit that arises therefrom.

#### CONDITIONS FOR PAYMENT OF WORK:

This Agreement requires that all survey work be performed in accordance with Act 345 of Public Acts of 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a Government Corner. It is required that these instructions be followed to the best of the Monumentation Surveyor's ability.

The Monumentation Surveyor will be assigned the Government Corner or corners to be installed by the County Surveyor.

The Monumentation Surveyor shall install the appropriate corner marker and cap and shall file a Land Corner Recordation Certificate as required by Act 74 of the Public Acts of 1970, as amended, being Sections 54.201 to 54.219 (d) of the Michigan Compiled Laws. One copy of said Certificate shall be given to the Remonumentation Grant Administrator together with a statement for payment of work. Said statement shall be in accordance with the schedule of fees and charges approved by the Lapeer County Grant Administrator. Upon approval of the Lapeer County Grant Administrator payment will be made.

ACCEPTANCE

Lapeer County and the Monumentation Surveyor, by signature below, acknowledge that they have read this Agreement, understand it and agree to all its terms and conditions. Execution of this agreement shall constitute a notice to proceed.

Accepted:

Accepted:

LAPEER COUNTY

SURVEYOR

By \_\_\_\_\_  
Craig Horton

By *[Signature]*  
*Harold R. Kennedy*  
Title President

Title Lapeer County Grant Administrator

Title \_\_\_\_\_

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT "A" TO 2008 GRANT  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
LAPEER COUNTY  
AND  
KENNEDY SURVEYING

Dated \_\_\_\_\_

ASSIGNMENT

- A. Perform research, field investigation, uncover or locate corner evidence and witnesses (find or establish).
- B. Assemble all information into a corner dossea file with a cover sheet listing all potential sources with a chronological listing of reference material found.
- C. Submit the dossea (1 copy) with 7 copies of the cover sheet to the County Surveyor not less than two weeks prior to the Peer Group meetings.
- D. Attach a list to the dossea of any and all surveyors who the monumentation surveyor believes has any conflicts with the position the monumentation surveyor is recommending.
- E. Attend Peer Group meeting and present evidence found. Sufficient evidence must be presented to the peer group, of the location of the government corners for their approval. Make recommendation for corner position.
- F. Following ratification of corner position, place approved monument at that location and record a Land Corner Recordation form with the Register of Deeds office. Said corner recordation form shall be identified at the top of the form with the word "Remonumentation".
- G. Ties to all adjacent remonumented corners or corners under contract shall be shown on the act 74 form.
- H. All Centers of Section act 74's shall include the theoretical position and sketch of the section breakdown.
- I. An approved file folder with all corner data included and bound in said folder, shall be submitted to the County Surveyor at the completion of all work.
- J. All original field notes used in determining and placing said corners shall be included in the dossea prior to payment approval.

Closing corners not falling on the township line shall be monumented on the township line and the historical corner shall also be monumented. both positions shall be reported on the same LCRC form.

This contract is for the following corners:

T06N R10E METAMORA Twp I11 I12  
J11 J12

PEER GROUP ATTENDANCE WHILE PRESENTING YOUR CONTRACT CORNERS IS INCLUDED IN THE PRICE PER CORNER. ADDITIONAL PEER GROUP PARTICIPATION WILL BE COMPENSATED AT \$70. PER HOUR AS LONG AS FUNDS ARE AVAILABLE.

PERIOD OF SERVICE

All work under this contract shall be completed by SEPTEMBER 1, 2009

The Peer Group will meet periodically as sufficient corners are submitted to warrant a review meeting, however all dossier's shall be submitted no later than by JULY 1, 2009.

PAYMENT @ \$4980.00 PER CONTRACT

At the completion of item C                      1/3 OF CONTRACT

At the completion of item J                      2/3 OF CONTRACT

# AGREEMENT 2009 GRANT

This agreement is entered into by and between:

**LAPEER COUNTY**  
279 NORTH COURT STREET  
LAPEER, MICHIGAN 48446

and

**MR. Ray Davis, P.S.**  
**DAVIS LAND SURVEYING & ENGINEERING PC**  
415 W. NEPESSING STREET  
LAPEER, MI 48446

The terms and conditions of which are as follows:

## DEFINITIONS

1. The term Grantor shall mean Lapeer County and the State of Michigan.
2. The term Grantee shall mean the Monumentation Surveyor (or anyone directly or indirectly employed by it).
3. The term Peer Group shall mean a committee made up of Professional Surveyors whose duty is to review all data on Government Corners and determine their correct location.

## TERMS

The Grantor intends to secure the surveying services as outlined in exhibit "A" as attached. The standard of care for all surveying services furnished by the surveyor under the agreement will be the care and skill ordinarily used by members of the Surveyor's profession practicing under similar conditions at the same time and in the same locality. The Grantee shall provide and maintain public liability, property damage, and workers' compensation insurance while working for Grantor. The insurance shall cover interests of all parties to this Agreement, and all claims which may arise out of the Grantees operations under this Agreement.

The Grantee is responsible for insuring that precautions are exercised at all times for the protection of persons and property. The safety provision of all applicable laws and building and construction codes shall be observed. The Grantee is responsible for compliance with all Federal and State laws and municipal ordinances and regulations in any manner affecting the work of performance of the Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of work covered by this Agreement.

The Grantee agrees to comply with the following indemnification clause:

TO THE EXTENT THAT LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS COSTS, CHARGES AND EXPENSES ARE CAUSED BY ANY NEGLIGENT ACT, ERROR, OR OMISSION OR THE MONUMENTATION SURVEYOR (OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT) ARISING FROM THE SERVICES RENDERED BY THE MONUMENTATION SURVEYOR, THE MONUMENTATION SURVEYOR AGREES TO HOLD HARMLESS AND INDEMNIFY LAPEER COUNTY AND THE STATE OF MICHIGAN (AND ITS AGENTS AND EMPLOYEES) FROM AND AGAINST SAID LIABILITIES, OBLIGATIONS, DAMAGES, CLAIMS, COSTS, CHARGES AND EXPENSES IMPOSED UPON THE GRANTEE.

The Grantor, or the Monumentation Surveyor, may terminate this agreement at any time in whole or in part by delivery of a "Notice of Termination" to the other party. Termination may be initiated due to funding reductions, the elimination of funds, or if the project in whole or part is no longer required because of identified efficiencies and/or economies. The Monumentation Surveyor shall be compensated for the State's share of all expenditures authorized by the grant budget incurred prior to the date of the "Notice of Termination" and for those financial obligations or purchase orders authorized by the grant budget that cannot be canceled. In addition, this agreement can be terminated by the Grantor if the Grantee fails to comply with any of the provisions of this Agreement.

Nothing in this agreement can be assigned by either party without the written approval and consent of the other party.

No member of the Legislature of the State of Michigan or any individual employed by the State shall be permitted to share in this Agreement of any benefit that arises therefrom.

#### CONDITIONS FOR PAYMENT OF WORK:

This Agreement requires that all survey work be performed in accordance with Act 345 of Public Acts of 1990 as amended, being Section 54.261 to 54.279 of the Michigan Compiled Laws, and the County Plan as adopted by the State Survey Commission. From time to time the Peer Group will outline a specific procedure to recover or replace a Government Corner. It is required that these instructions be followed to the best of the Monumentation Surveyor's ability.

The Monumentation Surveyor will be assigned the Government Corner or corners to be installed by the County Surveyor.

The Monumentation Surveyor shall install the appropriate corner marker and cap and shall file a Land Corner Recordation Certificate as required by Act 74 of the Public Acts of 1970, as amended, being Sections 54.201 to 54.219 (d) of the Michigan Compiled Laws. One copy of said Certificate shall be given to the Remonumentation Grant Administrator together with a statement for payment of work. Said statement shall be in accordance with the schedule of fees and charges approved by the Lapeer County Grant Administrator. Upon approval of the Lapeer County Grant Administrator payment will be made.

ACCEPTANCE

Lapeer County and the Monumentation Surveyor, by signature below, acknowledge that they have read this Agreement, understand it and agree to all its terms and conditions. Execution of this agreement shall constitute a notice to proceed.

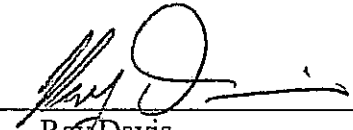
Accepted:

Accepted:

LAPEER COUNTY

SURVEYOR

By \_\_\_\_\_  
Craig Horton

By  \_\_\_\_\_  
Ray Davis

Title Lapeer County Grant Administrator

Title President

Witness \_\_\_\_\_

Witness \_\_\_\_\_

Date \_\_\_\_\_

Date 4-14-2009

9  
EXHIBIT "A" TO 2008 GRANT  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
LAPEER COUNTY  
AND  
DAVIS LAND SURVEYING AND ENGINEERING PC

Dated \_\_\_\_\_

ASSIGNMENT

- A. Perform research, field investigation, uncover or locate corner evidence and witnesses (find or establish).
- B. Assemble all information into a corner dossea file with a cover sheet listing all potential sources with a chronological listing of reference material found.
- C. Submit the dossea (1 copy) with 7 copies of the cover sheet to the County Surveyor not less than two weeks prior to the Peer Group meetings.
- D. Attach a list to the dossea of any and all surveyors who the monumentation surveyor believes has any conflicts with the position the monumentation surveyor is recommending.
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- H. All Centers of Section act 74's shall include the theoretical position and sketch of the section breakdown.
- I. An approved file folder with all corner data included and bound in said folder, shall be submitted to the County Surveyor at the completion of all work.
- J. All original field notes used in determining and placing said corners shall be included in the dossea prior to payment approval.

Closing corners not falling on the township line shall be monumented on the township line and the historical corner shall also be monumented. both positions shall be reported on the same LCRC form.

This contract is for the following corners:

T09N R11E NORTH BRANCH TWP I11 I12 J11 J12

PEER GROUP ATTENDANCE WHILE PRESENTING YOUR CONTRACT CORNERS IS

INCLUDED IN THE PRICE PER CORNER. ADDITIONAL PEER GROUP PARTICIPATION WILL BE COMPENSATED AT \$70. PER HOUR AS LONG AS FUNDS ARE AVAILABLE.

PERIOD OF SERVICE

All work under this contract shall be completed by SEPTEMBER 1, 2009

The Peer Group will meet periodically as sufficient corners are submitted to warrant a review meeting, however all dossier's shall be submitted no later than by JULY 1, 2009.

PAYMENT @ \$4980.00 PER CONTRACT

At the completion of item C                      1/3 OF CONTRACT

At the completion of item J                      2/3 OF CONTRACT

e

DRAFT

Whereas the Michigan Department of Environmental Quality (DEQ) has over the years developed an aggressive regulatory approach that too often goes beyond what is fair and reasonable protection of our environment; and

Whereas the DEQ is unable to concentrate on priority areas for environmental protection but tries to regulate even areas of low and minimal importance and impact; and

Whereas the DEQ exhibits little sensitivity to Michigan's depressed economic situation and shows a lack of concern for the effect its policies and practices t play in discouraging out-of-state and in-state investment in business development; and

Whereas the DEQ's proposed changes to part 201 of the Brownfield Program typifies this approach; and

Whereas the State of Michigan is facing major budget challenges that require significant reductions in its programs and organization,

Therefore, be it resolved that the Lapeer County Board of Commissioners urges our state legislature and governor to eliminate the DEQ as a separate department and to transfer its really necessary functions to the Department of Natural Resources with instructions to adopt a reasoned and limited philosophy of regulation that focuses on high priority environmental issues and takes where possible a cooperative approach with other departments and units of government to foster economic development in our state,

and further the Board directs this resolution be forwarded to our state representative and state senator, the governor and to MAC for Board use and to distribute to other counties.

## Proposed Changes to Part 201

The Michigan Department of Environmental Quality is proposing significant changes to the brownfield and cleanup laws in Michigan. While on the surface the underlying principles appear to be very similar to those under current laws; the reality is that the proposed changes will likely have a chilling economic and legal impact on the redevelopment of contaminated sites throughout the State. The following paragraphs provide a synopsis of some of the most troubling proposed changes.

### Elimination of Baseline Environmental Assessments as a Mechanism for Liability Protection

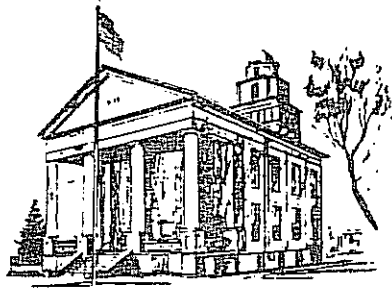
The single most important element under Michigan law that has moved us from the days of warehousing contaminated properties to productive reuse is the ability to provide liability protection for new owners and operators on sites contaminated by previous activities. The new owner or operator who adequately completes a Baseline Environmental Assessment (BEA) can be confident that they are protected from liability for the contamination they did not cause. DEQ is proposing to eliminate BEAs and attach liability protection to a highly regulated and expanded Due Care program that is fraught with pitfalls that can cause non-labile parties to incur penalties and even full liability for the contamination they did not cause. The DEQ's unsubstantiated reason for proposing this change is their perception that once a BEA is completed, owners and operators are not continuing to protect people from coming into contact with existing contamination. Further more, the DEQ believes that information about existing contamination is not being passed along to subsequent owners and operators of the site.

### Elimination of Land-Use Based Cleanup Standards

The DEQ is proposing to fold the existing cleanup standards into one, new standard. This would eliminate the appropriate cleanup standards that have been developed by toxicologists taking into consideration factors such as who would be on the site, how long would they be there each day, what is the likely pathway of exposure and whether or not they were an at risk population (e.g., children, elderly, people with health complications, etc.). The highest level of cleanup is for residential property because people can be on the site 24 hours a day, 7 days a week and could include sensitive populations such as children and the elderly. Rather than using these well established risk-management techniques, it appears that the DEQ is trying to move legislation and policy back to source removal of contamination or, instead, source control that could have the potential for on-going involvement by the DEQ with no clear end point in sight short of complete, verified removal of all contamination.

### New and Expanded Regulatory Burdens on Business and Industry

DEQ is proposing new environmental regulatory authority, as well as changes to existing corporate laws, that would enable them to assert broad reaching requirements on the private sector. For example, the proposed changes would enable them to have access to corporate information that is not necessarily related to environmental issues. Proposed changes would also expand their powers to even allow them to have a financial claim against a company even if the State has not been involved in any enforcement action against the company. To put it simply, it appears that if a company has a release of some contamination and takes appropriate action on their to appropriately mitigate that release the DEQ could file a financial claim against the company for the release.



Lapeer County, Michigan

**A RESOLUTION OF SUPPORT FOR THE  
CAMPAIGN FOR JUSTICE**

WHEREAS, the United States Supreme Court's 1963 decision in *Gideon v Wainwright* imposed on the states the responsibility for providing counsel to indigent persons in any case that may result in a loss of liberty; and,

WHEREAS, the *Eleven Principles of a Public Defense Delivery System* (attached) were adopted by the State Bar of Michigan's Representative Assembly in 2002, and serve as the fundamental national standards for a public defense delivery system to provide effective, efficient, quality, and ethical representation to those in criminal proceedings who cannot afford to hire an attorney; and,

WHEREAS, the Campaign for Justice is a broad-based group of organizations and individuals from across the political spectrum fighting for a fair and effective public defense system in Michigan.

THEREFORE, BE IT RESOLVED, that the Lapeer County Board of Commissioners supports the establishment of a state-funded public defense delivery system in Michigan that meets national standards; and,

BE IT FURTHER RESOLVED, that the Lapeer County Board of Commissioners supports and will participate in the Campaign for Justice.

\_\_\_\_\_  
David Taylor, Chairman

*I hereby certify that the foregoing Resolution was unanimously adopted by a vote at the meeting of the Board of Commissioners of the County of Lapeer, State of Michigan, on this 30<sup>th</sup> day of April, 2009.*

\_\_\_\_\_  
Marlene M. Bruns, County Clerk  
Clerk of the Board

**DRAFT MOTIONS FROM THE  
April 30, 2009  
COMMITTEE OF THE WHOLE MEETING**

1. Motion by Schneider, supported by Kempf, to recommend to the Full Board, to authorize the Sheriff's Department to pay TASER International invoice #s/1154578, in the amount of \$550.00, to be paid from line item 101-301-933.010 (Equipment Repair – Other). Motion carried.

2. Motion by Schneider, supported by Kempf, to recommend to the Full Board, to authorize the establishment of appropriate position numbers for up to 15 members (part-time and seasonal) for the Marine Division, for accounting/payroll purposes; and further, to amend the Sheriff's Department Table of Organization accordingly. Motion carried.

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

\$36,759.00 from 101-990-999.221 to 221-990-695.013 (Jail Nurse)

Motion carried.

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

\$120,342.00 from 101-990-999.221 to 221-990-695.010 (Health Department)

Motion carried.

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

\$177,886.82 from 276-990-999.223 to 223-990-695.010 (VAAA)

Motion carried.

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

\$14,272.25 from 101-990-999.224 to 224-990-695.010 (Animal Control)

Motion carried.

## Draft Motions from the Committee of the Whole Continued

7. Motion by Kempf, supported by Roy, to recommend to the Full Board, to approve the "Per Diem Rates and Mileage Reimbursement for Elected/Appointed Boards and Committees" policy, as revised at the April 30, 2009 Committee of the Whole Meeting. Motion carried.
  
8. Motion by , supported by , pursuant to motion 344-08 of the October 9, 2008 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 April 30, 2009 meeting of the Committee of the Whole:

*"Motion by Clark, supported by Kempf, to adopt the following resolution:*

### **RESOLUTION**

**WHEREAS, Weston Grant Wickham** was born and raised in up-state Norwich, New York; and,

**WHEREAS, Weston Grant Wickham** has lived in the County of Lapeer, Metamora area, since 1986; and,

**WHEREAS, Weston Grant Wickham** earned a degree in Political Science; and,

**WHEREAS, Weston Grant Wickham** was employed with Ford Motor Company for **forty years**, where he worked in the Engineering Department, served in an Executive capacity, and retired from Ford Motor Company in the year 2005; and,

**WHEREAS, Weston Grant Wickham** enjoys his family which consists of two brothers and nephews and nieces; and,

**WHEREAS, Weston Grant Wickham** has been very involved with the Metamora Chamber of Commerce since 2004 where he served as Vice President for two years, President for years 2008 and 2009; and also served as Chairman of the 2006, 2007, and 2008 Metamora Days; and,

**WHEREAS, Weston Grant Wickham** has served as a member of many other local organizations, including the Lapeer Regional Medical Center Foundation Board of Directors, Metamora Lions Club, Metamora Land Preservation Alliance Board of Directors, Metamora Hunt Club, Metamora Carriage Driving Association, Lapeer Historical Society, Lapeer Economic Club, Lake Pleasant Yacht Club, Elks Club (Houghton-Higgins Lake), Genesee Regional Chamber of Commerce, National Trust for Historic Preservation (Washington D.C.), and attends on a regular basis the Metamora Village, DDA, and Planning Commission meetings, and, as warranted, attends the Lapeer Township, and Metamora Township, and Lapeer County Road Commission meetings.

**NOW, THEREFORE, BE IT RESOLVED,** that this Board of Commissioners of Lapeer County, Michigan, wishes to honor and express deep appreciation to **Weston Grant Wickham** for his many years of dedicated service to the citizens of his community and all of Lapeer County.

*Roll Call Vote: Kempf, aye; Roy, aye; Schneider, aye; Clark, aye; Henning, aye; Jarvis, aye; Taylor, aye. 7 ayes. Motion carried unanimously."*

Motion carried.

## **Draft Motions from the Committee of the Whole Continued**

9. Motion by Henning, supported by Kempf, to recommend to the Full Board, to adopt the following resolution:

### **RESOLUTION**

#### **RESTORE STATE REVENUE SHARING**

**WHEREAS,** the counties of Michigan work on behalf of the State of Michigan to provide numerous state mandated services; and,

**WHEREAS,** counties depend heavily upon state revenue sharing to provide numerous essential public health, safety and welfare services; and,

**WHEREAS,** the residents of the State of Michigan and Lapeer County demand an efficient, professional level of public services; and,

**WHEREAS,** in 2005 State Revenue Sharing payments were discontinued to counties, relieving the State Budget of \$183 million in annual state revenue sharing payments to counties, with the promise and agreement that these payments would be restored when each of the individual county's Revenue Sharing Reserve Fund were exhausted; and,

**NOW, THEREFORE, BE IT RESOLVED,** that the Lapeer County Board of Commissioners does hereby support and urge the State of Michigan to fulfill its obligations and promises and fully and unconditionally restore State Revenue Sharing for all of Michigan's 83 counties.

**BE IT FURTHER RESOLVED,** that copies of this resolution be transmitted to the Michigan Legislature for their review, Michigan Association of Counties, and the other 82 Michigan counties.

Roll Call Vote: Kempf, aye; Roy, aye; Schneider, aye; Clark, aye; Henning, aye; Jarvis, aye; Taylor, aye. 7 ayes. Motion carried unanimously.