

EATON COUNTY BOARD OF COMMISSIONERS

MEMBERS

Tim Barnes
Blake Mulder
Terrance Augustine
Brandon Haskell
Jeanne Pearl-Wright
Jane Whitacre
Mark Mudry
Joseph Brehler



MEMBERS

Brian Droscha
Dairus Reynnet
Wayne Ridge
Brian Lautzenheiser
Jim Mott
Jeremy Whittum
Barbara Rogers

1045 Independence Blvd, Charlotte, MI 48813

EATON COUNTY BOARD OF COMMISSIONERS/WAYS AND MEANS COMMITTEE

FRIDAY, DECEMBER 16, 2022, 9:00 A.M.

AGENDA

1. Call to Order.
2. Pledge of Allegiance.
3. Agenda Additions and Changes.
4. Approval of the November 10, 2022 and November 28, 2022 Meeting Minutes.
5. Limited Public Comment.
6. Remonumentation Grant.
7. Equalization Studies.
8. Apportionment Report Amendment.
9. Positions Update.
10. Personnel Policy Temporary Provisions.
11. E-Verify Agent Authorization.
12. Health Insurance Update.
13. Excess Workers Compensation Insurance Renewal.
14. Child Care Fund Update.
15. Public Improvement Update.
16. USDA Lease Agreement.
17. American Rescue Plan Update.
18. 2022/2023 Budget Amendments.
19. Appointments.
20. Miscellaneous.
21. Bills.
22. Controller/Administrator Evaluation.
23. Controller/Administrator Search Update.
24. Limited Public Comment.

A quorum of the Board of Commissioners may be present at this meeting.

WAYS AND MEANS COMMITTEE MEETING

THURSDAY, NOVEMBER 10, 2022

9:00 A.M.

MINUTES

MEMBERS PRESENT: Commissioners Blake Mulder, Terrance Augustine, Joseph Brehler, Brian Droscha, Brian Lautzenheiser, Jim Mott and Jeanne Pearl-Wright.

ALSO PRESENT: Tom Reich, Tim Vandermark, Chad Powers, John Fuentes and Connie Sobie.

The November 10, 2022 regular meeting of the Ways and Means Committee was called to order at 9:00 a.m. by Chairman Mulder.

The Pledge of Allegiance was given by all.

Commissioner Lautzenheiser moved to approve the agenda as presented. Commissioner Droscha seconded. Motion carried unanimously.

Commissioner Pearl-Wright moved to approve the minutes of the October 14, 2022 Ways and Means Committee meeting. Commissioner Droscha seconded. Motion carried unanimously.

Sheriff Tom Reich was present to request consideration for the creation of a program for cadets within his office. Sheriff Reich explained the need to develop a program that will encourage individuals to join the Sheriff's Office. There was discussion regarding job responsibilities of a cadet. Controller Fuentes indicated this was a previous request through the budget process that required additional information related to the job responsibilities and potential impact on the collective bargaining agreements. The Committee requested the Sheriff provide additional information and clarification for the request to go to the Public Safety Committee in December.

No Public Comment.

Equalization Director Tim Vandermark presented and reviewed the 2022 Apportionment Report. Discussion held. Commissioner Droscha moved to recommend approval of the 2022 Apportionment Report to the Board of Commissioners, as presented. Commissioner Lautzenheiser seconded. Motion carried unanimously.

The positions update was presented and reviewed (attached). Commissioner Lautzenheiser moved to refill the vacancies as presented. Commissioner Augustine seconded. Motion carried unanimously.

A Section 125 Flexible Benefit Plan Adoption Agreement was presented (attached). Deputy Controller Sobie discussed the plan and gave detailed information regarding the plan and coverage requirements. The County currently has a Section 125 Plan that covers American Fidelity as the Flexible Spending Account administrator and for other employee elected benefits. This updated agreement maintains coverage through American Fidelity, but also adds Advantage Group to provide additional selections for employee elected benefits. Commissioner Augustine moved to recommend approval of the Section 125 Plan to the Board of Commissioners, as presented. Commissioner Lautzenheiser seconded. Discussion held. Motion carried unanimously.

The September Health Insurance Expenditure report was presented (attached). The report indicates an unfavorable variance of (\$759,636) compared to the budget projection for both the County and Health Department. The County's portion is an unfavorable variance of (\$660,081). The County's active employees' unfavorable variance is (\$489,420) and the retirees' unfavorable variance is (\$170,661). Based on the County's annual review of its claims and chronic health conditions. Livongo has expanded its services to assist in managing additional chronic conditions. These service are not fee based, but are included in claims based on usage. Along with these services, it was also reported that the County added lifestyle prescription medication, in its most recent renewal, to assist with weight management. These services are elective benefits.

An update of the Child Care Fund was presented and discussed (attached). Based on the updated projection of revenues and expenditures the estimated fund balance at September 30, 2022 is \$189,396.

Controller Fuentes provided an update to the status of the 2022/2023 Public Improvement project expenditures (attached). A Request for Proposal for the Raise the Age grant proposal for Youth Facility modification was distributed on November 1, 2022 with a due date of December 8, 2022. Facilities Manager Chad Powers was present to provide an update on the public improvement projects. Mr. Powers indicated the parking structures at the Courthouse are complete with the solar arrays attached. The parking structure at the Health Department is completed and solar arrays will be added. The Courthouse rooftop solar arrays installation is progressing. As part of the Johnson Control's project, the interior lighting is being updated with more efficient lighting. The building management software is being updated to run more efficiently and provide better monitoring for the facility systems. Discussion held.

A resolution to approve an application for extension of the Prosecuting Attorney Coronavirus Emergency Supplemental Funding Grant not to exceed \$135,715 was presented (attached). Commissioner Augustine moved to recommended approval of the CESF grant application extension for the Prosecutor. Commissioner Lautzenheiser seconded. Motion carried unanimously.

An update of the American Rescue Plan identified uses and allocations was presented (attached). Controller Fuentes noted today is the deadline for the submission of the Requests for Proposal for the broadband project. The proposals will be opened by the Broadband Action Team on Monday, November 14. The intent is to present a recommendation at the December Information Technology and Communications Committee for consideration by the Board of Commissioners.

Budget amendments were presented (attached). Mr. Fuentes provided a detailed explanation of the amendments. Commissioner Augustine moved to recommend approval of the 2021/22 budget amendments, to the Board of Commissioners, as presented. Commissioner Mott seconded. Discussion was held regarding the contract for a Waverly Schools resource officer. Commissioner Brehler moved to amend the motion and move to approve the budget amendments, excluding the amendment for the Waverly Schools resource officer. Commissioner Augustine seconded. Motion carried unanimously.

Commissioner Augustine moved to recommend approval of the budget amendment to increase total expenditures and amend the position allocation list to add (1) deputy sheriff full-time equivalent position to be assigned as a School Resource Officer to Waverly Community Schools. Commissioner Lautzenheiser seconded. Motion carried. Commissioner Brehler opposed.

Mr. Fuentes presented the list of expiring citizen appointment for the Eaton County Building Authority (attached). Commissioner Augustine moved to recommend the appointment of Treasurer Bob Robinson to the Building Authority to the Board of Commissioners. Commissioner Pearl-Wright seconded. Motion carried unanimously.

Controller Fuentes discussed a recommendation to approve the levy of the Parks Millage pending legal advice regarding whether the certification of the election is finalized. Commissioner Droscha moved to consider the Parks Millage levy to be authorized, to the Board of Commissioners, pending legal advice regarding the certification of the election. Commissioner Augustine seconded. Motion carried unanimously.

Commissioner Lautzenheiser moved to recommend approval of the payment of the claims against the County in the amount of \$775,196.14 and immediate claims in the amount of \$21,420,206.32 to the Board of Commissioners, as presented. Commissioner Droscha seconded. Discussion held. Motion carried unanimously.

Deputy Controller Sobie requested approval to fill a new vacancy for an assistant public defender that was just reported by the Public Defender. Commissioner Augustine moved to approve refilling the vacancy for the assistant public defender. Commissioner Pearl-Wright seconded. Motion carried unanimously.

No Public Comment.

Commissioner Pearl-Wright thanked the Controller's Office for including the cost of fringe benefits on payroll check information.

Chairperson Mulder adjourned the meeting at 10:35 a.m.

The next regular meeting of the Way and Means Committee will be held on Friday, December 16, 2022, at 9:00 a.m. in the Board of Commissioners Room at the County Courthouse located at 1045 Independence Blvd., Charlotte, MI 48813.

Chairman Blake Mulder

WAYS AND MEANS COMMITTEE MEETING

MONDAY, NOVEMBER 28, 2022

4:00 P.M.

MINUTES

MEMBERS PRESENT: Commissioners Blake Mulder, Terrance Augustine, Joseph Brehler, Brian Droscha, Brian Lautzenheiser, Jim Mott and Jeanne Pearl-Wright.

ALSO PRESENT: Commissioners Jeremy Whittum, Barbara Rogers; Doug Lloyd, Amy Etzel, John Fuentes and Connie Sobie.

The November 28, 2022 special meeting of the Ways and Means Committee was called to order at 4:00 p.m. by Chairman Mulder.

The Pledge of Allegiance was given by all.

Commissioner Droscha moved to approve the agenda as presented. Commissioner Pearl-Wright seconded. Motion carried unanimously.

Chairman Mulder discussed the search for a Controller/Administrator to consider utilizing a consultant to conduct a search for candidates. A Request for Proposal for consultants would likely result in the cost for the search being between \$15,000 - \$20,000. Commissioner Mulder discussed a contract with the new administrator to provide protections for the Board related to notice of termination.

Commissioner Augustine discussed placing Deputy Controller/Administrator Connie Sobie in the position on an interim basis in the short or potentially long term.

Commissioner Pearl-Wright discussed other searches with consultants where only final candidates are interviewed by the Board.

Commissioner Mott indicated support for Connie Sobie being considered for the position.

Commissioner Droscha discussed the plan for Connie Sobie with respect to a contract and the purpose. The primary benefit to the County would be to ensure a specific resignation time frame requirement.

Commissioner Lautzenheiser inquired what the purpose of an interim designation would be and how long Connie Sobie would consider for a contract. Ms. Sobie indicated she would be interested in discussing a specific term.

Commissioner Augustine discussed the importance of creating a transition and that being the consideration for interim status.

Commissioner Brehler discussed if the interest is in reaching an agreement with Connie Sobie as the Controller/Administrator, then an interim status would not be necessary. Interim indicates a search would be conducted. Commissioner Brehler expressed the concern with utilizing a consultant in the search being that the individual will provide their determination of the top candidates. Being involved in previous searches there

have been qualified candidates that may not have been recommended by the consultant, but would have been the best fit for the organization.

There was discussion regarding Controller Fuentes providing recommendations for changes within the Controller's Office staffing structure prior to his departure.

There was discussion regarding a sub-committee of Ways and Means conducting an interview with Connie Sobie. If there is not a recommendation for Connie Sobie to be appointed as Controller/Administrator, then conduct a search. Chairman Mulder suggested those member being himself, Commissioner Augustine and Commissioner Mott.

Commissioner Brehler moved for Commissioners Mulder, Mott and Augustine to interview Connie Sobie regarding her interest in the position, experience and qualifications and to make a recommendation to Ways and Means on Friday, December 16, 2022. Commissioner Pearl-Wright seconded. Motion carried unanimously.

Commissioner Mulder requested committee members submit specific questions to the interview panel.

The Committee discussed conducting an exit interview with Controller Fuentes.

Commissioner Rogers indicated her support in the motion by the Committee.

No Public Comment.

Chairperson Mulder adjourned the meeting at 4:36 p.m.

The next regular meeting of the Way and Means Committee will be held on Friday, December 16, 2022, at 9:00 a.m. in the Board of Commissioners Room at the County Courthouse located at 1045 Independence Blvd., Charlotte, MI 48813.

Chairman Blake Mulder

EATON COUNTY 2023

2023 remonumentation grant application

EATON COUNTY HAS APPROPRIATED FUNDS FOR GRANT YEAR 2023 IN ADDITION TO THE STATE GRANT. THOSE FUNDS AND PROPOSED EXPENDITURES ARE SHOWN ON THE ATTACHED DOCUMENT WITH THE DESIGNATED CATEGORIES INDICATED FOR THE USE OF THOSE FUNDS. THIS IS PROVIDED FOR INFORMATIONAL PURPOSES.

PEER REVIEW MEMBERS FOR 2023

Jeffery Autenrieth	Autenrieth Surveying, LLC
Anthony Bumstead, PS	Bumstead Land Surveying, LLC
Gilbert Barish, PS	Geodetic Design, Inc. (alternate)
Justin Carroll, PS	Geodetic Design, Inc.
David Clifford, PS	Enger Surveying and Engineering, Sole Prop.
Ron Enger, PS,	Enger Surveying and Engineering Sole Prop. (alternate)
Ryan Miller, PS	RD Miller Land Surveying; LLC

CONTRACTORS TO BE COMPENSATED AT \$225.00 EACH PER SCHEDULED PEER MEETING. ONLY ONE REPRESENTATIVE FROM EACH COMPANY BE COMPENSATED AT ANY PARTICULAR MEETING.

PEER REVIEW MEETING DATES 2023

TUESDAY, August 29, 2023	9:00 A.M.
TUESDAY, October 3, 2023	9:00 A.M.
TUESDAY, November7, 2023	9:00 A.M.

ALL MEETINGS TO START AT 9:00 A.M. AND WILL BE HELD IN THE EQUALIZATION OFFICE CONFERENCE ROOM LOCATED IN THE EQUALIZATION OFFICE AT THE COURT HOUSE COMPLEX

CONTRACT SCHEDULE FOR 2023

AUTENRIETH SURVEYING, LLC	\$12,500.00
BUMSTEAD SURVEYING	\$12,500.00
Ryan Miller, PS Miller Land Surveying, LLC	\$12,500.00
ENGER SURVEYING & ENGINEERING	\$12,500.00
GEODETIC DESIGNS	<u>\$12,500.00</u>
TOTAL	\$62,500.00

R. LESTER POLARIS SURVEYING	\$22,000.00
COUNTY REPRESENTATIVE	

Total contracts \$84,500.00

12/05/2022

2023 GRANT PROPOSED EXPENDITURES

STATE GRANT AMOUNT: **\$72,909.00**

Proposed expenditures:

Contract amount for 5 contractors
@ \$12,500 each) TOTAL: **\$62,500.00**

COUNTY CONTRIBUTION: **\$17,472.00**

Proposed expenditures:	
Peer Review meetings	\$3,375.00
Monumentation supplies	\$900.00
County Representative fee	\$22,000.00
Scanning and printing	\$800.00
Administration supplies	<u>\$806.00</u>
Total	\$27,881.00

A total of three peer review meetings are proposed with county contribution funds utilized for all three meetings. Five survey companies participating in each meeting at \$225.00 each.
\$3,375.00

County Representative fee to be compensated at \$110.00 per hour.

Proposed total proposed expenditures for 2023 \$90,381.00

12/05/2022

EATON COUNTY 2023

2023 EATON COUNTY REMONUMENTATION PROJECT

APPENDIX A:

Corners to be researched and monumented:

Bellevue Township, T1N, R6W:	(0)
Benton Township, T3N, R4W: D-6, D-7, D-8, E-6, E-7, E-8, F-6, F-7, F-8, G-6, G-7, G-8, I-6, I-7	(14)
Brookfield Township, T1N, R4W: E-6, E-7, E-8, F-6, F-7, F-8, D-6, D-7, D-8, H-8, J-8	11)
Carmel Township, T2N, R5W:	(0)
Chester Township, T3N, R5W:	(0)
Delta Township, T4N, 3W	(0)
Eaton Township, T2N, R4W: D-4, D-5, D-6, D-7, D-8, D-9, D-10, E-4, E-5, E-6, E-7, E-8, E-9, E-10	(14)
Eaton Rapids Township, T2N, R3W:	(0)
Hamlin Township, T1N, R3W:	(0)
Kalamo Township, T2N, R6W:	(0)
Oneida Township, T4N, R4W: B-4, C-4, D-4, D-5, D-6, E-4, E-5, E-6, F-4, F-5, F-6	(11)
Roxand Township, T4N, R5W: J-4, J-5, I-4, I-5	(4)
Sunfield Township, T4N, R6W: <u>C-07, ReXAMINE as conflict</u>	(1)
Vermontville Township, T3N, R6W:	(0)
Walton Township, T1N, R5W:	(0)
Windsor Township, T3N, R3W: D-04, D-5, D-6, E-4, E-5, E-6, F-4, F-5, F-6, G-4, G-5, G-6, H-4, H-5,	(14)

Total corners to be researched and monumented 69

12/05/2022

EATON COUNTY BOARD OF COMMISSIONERS

December 21, 2022

**RESOLUTION TO APPOINT COUNTY
REMONUMENTATION REPRESENTATIVE
AND RELATED CONTRACT**

Introduced by the Ways and Means Committee

WHEREAS, pursuant to Section 9 of PA 345 of 1990, the State Survey and Remonumentation Act, the Board of Commissioners is authorized to appoint a County Representative for all surveying projects in Eaton County approved or initiated by the State Survey and Remonumentation Commission; and

WHEREAS, the Ways & Means Committee is recommending entering into a contract with Ronnie M. Lester, which designates Mr. Lester as County Representative; and

WHEREAS, the proposed contractual fee for services as County Representative for 2023 is \$22,000.00; and

WHEREAS, Mr. Lester is a surveyor licensed to practice in the State of Michigan and has offered to provide the County, on an independent contractor basis, with the County Representative services it requires.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioner appoints Ronnie M. Lester as the County Representative under PA 345 of 1990; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners or his designee is authorized to sign the contract.

EATON COUNTY BOARD OF COMMISSIONERS

December 21, 2022

**RESOLUTION AUTHORIZING AGREEMENTS WITH REMONUMENTATION
SURVEYORS FOR RESEARCH AND SURVEYING REQUIRED UNDER THE
EATON COUNTY MONUMENTATION AND REMONUMENTATION PLAN
FOR THE 2023 GRANT YEAR**

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County Board of Commissioners has adopted a Monumentation and Remonumentation Plan for Eaton County; and

WHEREAS, the Monumentation and Remonumentation Plan for Eaton County was subsequently approved by the State Survey and Remonumentation Commission; and

WHEREAS, Eaton County is required to have an approved plan in order to apply and receive grant money which is available for this grant project; and

WHEREAS, the County Representative administering the Eaton County plan has contacted all known surveyors working within Eaton County; and

WHEREAS, all interested surveyors at this time have submitted resumes and proposed fees for research and surveying requirements under the Eaton County plan; and

WHEREAS, the recommended Remonumentation Surveyors and contract amounts are listed on Addendum A attached to this resolution; and

WHEREAS, pursuant to Public Act 345 of 1990, known as the “State Survey and Remonumentation Act”, authorizes Eaton County to contract with a licensed surveyor under the terms and conditions established in the agreement.

WHEREAS, Public Act 166 of 2014, amended PA 345 of 1990 to require the Board of Commissioners to appoint representatives to the peer review group.

THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby authorize agreements with the Remonumentation Surveyors listed on Addendum A for the Eaton County Project.

BE IT FURTHER RESOLVED, that the Eaton County Board of Commissioners does hereby appoint the following individuals to the peer review group for the 2023 grant year:

Jeffery Autenrieth, PS
Autenrieth Surveying, LLC

Anthony Bumstead, PS
Bumstead Land Surveying, LLC

Gilbert Barish, PS (Alternate)
Geodetic Design, Inc.

Justin Carroll, PS
Geodetic Design, Inc.

David Clifford, PS
Enger Surveying & Engineering, Sole Prop.

Ron Enger, PS (Alternate)
Enger Surveying & Engineering, Sole Prop.

Ryan Miller, PS
RD Miller Land Surveying, LLC

BE IT FURTHER RESOLVED, that representatives of the peer group shall be compensated at \$225.00 each for attendance per scheduled peer review meeting such that only one representative from each company be compensated at any particular meeting; and

BE IT FURTHER RESOLVED, that in 2023 the peer review meetings shall be scheduled for August 29, October 3 and November 7; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners and the County Clerk are authorized to sign the agreements with the Remonumentation Surveyors.

Diana Bosworth, County Clerk

Addendum A

EATON COUNTY REMONUMENTATION SURVEYORS FOR THE 2023 GRANT YEAR

Bumstead Land Surveys Anthony Bumstead, P.S, Sole Proprietor 318 West Lovett #3 Charlotte, MI 48813	\$12,500.00
RD Miller Land Surveying, LLC Ryan Miller, P.S. P.O. Box 309 Olivet, MI 49076	\$12,500.00
Enger Surveying and Engineering Ronald L. Enger, P.S., Sole Proprietor P.O. Box 87 Mason, MI 48854	\$12,500.00
Geodetic Design, Inc. Gilbert Barish, P.S., President 2300 N. Grand River Ave. Lansing, MI 48906	\$12,500.00
Autenrieth Land Surveys, LLC Jeffrey K Autenrieth, P.S. Manage P.O. Box 80678 Lansing, MI. 48917	\$12,500.00

Print Date: 12/13/2022

REVISED:

**2022 EQUALIZATION STUDY
EATON COUNTY
STARTING BASE FOR 2021
Summary of Equalization Studies by Classification**

Classification	2022 Assessed Value	Ratio	2022 True Cash Value	50% of TCV	Est 2023 TCV	Percentage Change-TCV 2023
Agricultural	533,414,153	47.26%	1,128,577,233	564,288,621	1,073,267,913	5.15%
Commercial	814,038,261	46.86%	1,737,275,751	868,637,880	1,637,903,946	6.07%
Industrial	288,891,174	48.43%	596,493,953	298,246,981	581,269,968	2.62%
Residential	3,334,554,630	45.15%	7,385,008,998	3,692,504,499	6,709,365,453	10.07%
Developmental	9,097,900	48.03%	18,942,120	9,471,060	18,305,634	3.48%
Total Real	4,979,996,118	45.83%	10,866,298,055	5,433,149,041	10,020,112,913	8.44%
Total Personal	364,487,073	50.00%	728,974,146	364,487,073	728,974,146	0.00%
Total County	5,344,483,191	46.09%	11,595,272,201	5,797,636,114	10,749,087,059	7.87%

2022 EQUALIZATION STUDY**STARTING BASE FOR 2022**

L-4023's

RECAP OF L-4018's

AGRICULTURAL

Assessment Jurisdiction	Assessed	Ratio	True Cash Value	50 % of TCV	2022 Tentative Factor	Est TCV 2023	% of Change
Bellevue	26,769,546	40.95%	65,371,297	32,685,649	1.22101	53,862,266	21.4%
Benton	34,257,235	45.23%	75,740,073	37,870,037	1.10547	68,928,038	9.9%
Brookfield	38,247,200	45.14%	84,730,173	42,365,087	1.10767	76,956,137	10.1%
Carmel	27,960,570	48.25%	57,949,368	28,974,684	1.03627	56,258,692	3.0%
Chester	46,247,700	48.10%	96,149,064	48,074,532	1.03951	93,053,722	3.3%
Delta	4,136,200	46.30%	8,933,477	4,466,739	1.07992	8,322,334	7.3%
Eaton	24,359,250	51.61%	47,198,702	23,599,351	0.96881	49,012,575	-3.7%
Eaton Rapids	26,935,500	46.62%	57,776,705	28,888,353	1.07251	54,196,177	6.6%
Hamlin	29,262,200	49.08%	59,621,434	29,810,717	1.01875	58,877,666	1.3%
Kalamo	43,324,100	47.08%	92,022,302	46,011,151	1.06203	87,171,227	5.6%
Oneida	40,784,900	48.15%	84,703,842	42,351,921	1.03843	82,062,173	3.2%
Roxand	54,874,100	53.19%	103,166,197	51,583,099	0.94003	110,410,664	-6.6%
Sunfield	49,617,400	46.07%	107,700,022	53,850,011	1.08531	99,833,803	7.9%
Vermontville	36,385,600	44.61%	81,563,775	40,781,888	1.12083	73,210,463	11.4%
Walton	28,889,552	46.56%	62,048,007	31,024,004	1.07389	58,127,871	6.7%
Windsor	21,363,100	48.66%	43,902,795	21,951,398	1.02754	42,984,105	2.1%
Township Totals	533,414,153	47.26%	1,128,577,233	564,288,621	1.05789	1,073,267,913	5.15%
Charlotte							
Eaton Rapids							
Grand Ledge							
Lansing							
Olivet							
Potterville							
City Totals							
County Totals	533,414,153	47.26%	1,128,577,233	564,288,621	1.05789	1,073,267,913	5.15%

12/13/22

EATON COUNTY

2022

Number of Agricultural Sales

By Year Used In Equalization Analysis

<u>Unit</u>	<u>10/14- 09/15</u>	<u>10/15- 09/16</u>	<u>04/16- 03/17</u>	<u>04/17- 03/18</u>	<u>04/18- 03/19</u>	<u>04/19- 03/20</u>	<u>04/20- 03/21</u>	<u>04/21- 03/22</u>
	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Bellevue	3	3	1		1			3
Benton		1		2	1	2	3	5
Brookfield	3	2			2	1	1	1
Carmel	2			1	4	3	3	0
Chester	3	2	1	1	1	2	1	4
Delta Charter								
Eaton	1	3	3		2	4	2	4
Eaton Rapids	2		1	1	1		1	1
Hamlin	2	3	2	1		1	3	1
Kalamo	3		1	2	3	2	5	4
Oneida Charter	5	2	2		6	1	1	3
Roxand	4	1		2	2	2	2	1
Sunfield	3	0	2	3	4	2	6	2
Vermontville	2	2	1	1		3	3	4
Walton	1			1	4	1	1	4
Windsor		1	1	1	1		2	2
Township Totals	34	20	15	16	32	24	34	39

Sales Time Frame Changed in 2017

2022 EATON COUNTY AGRICULTURAL EQUALIZATION STUDY

Tillable price per acre & Non-tillable
comparison
& ECF

Tillable per acre	T4N R6W 5685	T4N R5W 4546	T4N R4W 4714	T4N R3W 4714
	SUNFIELD	ROXAND	ONEIDA	DELTA
Non-tillable	2670	2670	2670	2670
ECF	1.01	0.90	0.93	0.96
Tillable per acre	T3N R6W 4229	T3N R5W 4269	T3N R4W 4714	T3N R3W 4714
	VERMONTVILLE	CHESTER	BENTON	WINDSOR
Non-tillable	2670	2670	2670	2670
ECF	0.88	0.89	0.97	0.96
Tillable per acre	T2N R6W 4452	T2N R5W 3513	T2N R4W 3660	T2N R3W 3925
	KALAMO	CARMEL	EATON	EATON RAPIDS
Non-tillable	2670	2670	2670	2670
ECF	0.88	1.01	0.98	1.01
Tillable per acre	T1N R6W 4414	T1N R5W 4414	T1N R4W 4414	T1N R3W 3925
	BELLEVUE	WALTON	BROOKFIELD	HAMLIN
Non-tillable	2670	2670	2670	2670
ECF	0.84	0.82	0.80	1.02

2022

Agricultural Sales Used in the Grid

Unit	Number of Sales	Total Selling Price	Total Value Improvements	Total Value to the land	Total Appraised Value	Total Acres
Bellevue/ Walton/ Brookfield	9	\$1,547,000	\$372,328	\$1,174,672	\$1,868,348	379.92
Carmel	3	\$584,600	\$154,940	\$429,660	\$619,376	125.34
Chester	4	\$1,132,815	\$355,819	\$776,996	\$1,170,289	199.00
Eaton	5	\$1,402,000	\$335,900	\$1,066,100	\$1,629,766	300.01
Hamlin / Eaton Rapids	5	\$712,000	\$8,174	\$703,826	\$711,764	177.08
Kalamo	7	\$1,661,000	\$184,511	\$1,476,489	\$1,851,889	348.28
Oneida/ Benton/ Windsor/ Delta	14	\$5,633,321	\$873,851	\$4,759,470	\$5,140,655	1091.23
Roxand	2	\$265,725	\$0	\$265,725	\$266,669	64.16
Sunfield	7	\$3,353,360	\$659,533	\$2,693,827	\$3,234,359	505.55
Vermontville	5	\$976,500	\$145,635	\$830,865	\$999,268	236.42
TOTALS	61	17,268,321	3,090,691	14,177,630	17,492,383	3,426.99

Value Per Acre all Sales
Value Per Acre Minus Improvements

SALES
\$5,039
\$4,137

APPRAISALS
\$5,104
\$4,202

EATON COUNTY
2022

Agricultural Percent Change By Equalization Study Year

2001	+15.20%
2002	+16.00%
2003	+4.90%
2004	+3.30%
2005	+14.00%
2006	+6.80%
2007	+13.7%
2008	-.38%
2009	-8.13%
2010	-1.91%
2011	-4.21%
2012	+5.68%
2013	+13.20%
2014	+7.66%
2015	+1.84%
2016	-.31%
2017	+.36%
2018	-3.91%
2019	+0.25%
2020	+3.64%
2021	+6.87%
2022	+5.15%

2022 EQUALIZATION STUDY**STARTING BASE FOR 2022**

L-4023's

RECAP OF L-4018's

RESIDENTIAL

Assessment Jurisdiction	Assessed	Ratio	True Cash Value	50 % of TCV	2022 Tentative Factor	Est TCV for 2023	% of Change
Bellevue	89,964,858	43.68%	205,963,503	102,981,751	1.14469	181,015,811	13.8%
Benton	108,617,300	44.06%	246,521,335	123,260,667	1.13482	218,545,875	12.8%
Brookfield	53,421,117	46.38%	115,181,365	57,590,682	1.07806	107,487,157	7.2%
Carmel	113,099,957	46.94%	240,945,797	120,472,898	1.06519	227,565,306	5.9%
Chester	48,096,000	44.05%	109,185,017	54,592,509	1.13508	96,772,636	12.8%
Delta	1,080,855,000	45.75%	2,362,524,590	1,181,262,295	1.09290	2,174,758,551	8.6%
Eaton	158,721,800	44.50%	356,678,202	178,339,101	1.12360	319,359,759	11.7%
Eaton Rapids	167,236,200	45.62%	366,585,270	183,292,635	1.09602	336,491,348	8.9%
Hamlin	126,985,700	43.49%	291,988,273	145,994,137	1.14969	255,504,427	14.3%
Kalamo	48,747,800	43.42%	112,270,382	56,135,191	1.15155	98,084,105	14.5%
Oneida	168,730,626	45.56%	370,348,169	185,174,085	1.09746	339,498,241	9.1%
Roxand	55,053,800	45.21%	121,773,501	60,886,751	1.10596	110,772,233	9.9%
Sunfield	65,704,800	44.93%	146,238,148	73,119,074	1.11285	132,202,817	10.6%
Vermontville	60,379,400	45.84%	131,717,714	65,858,857	1.09076	121,487,726	8.4%
Walton	74,550,806	45.34%	164,426,127	82,213,064	1.10278	150,001,622	9.6%
Windsor	285,713,400	45.09%	633,651,364	316,825,682	1.10890	574,876,056	10.2%
Twp. Totals	2,705,878,564	45.28%	5,975,998,757	2,987,999,379	1.10426	5,444,423,670	9.8%
Charlotte	189,080,500	43.53%	434,368,252	217,184,126	1.14864	380,443,662	14.2%
Eaton Rapids	108,717,400	43.65%	249,066,208	124,533,104	1.14548	218,747,284	13.9%
Grand Ledge	223,960,800	45.91%	487,825,746	243,912,873	1.08909	450,625,352	8.3%
Lansing	43,515,300	44.98%	96,743,664	48,371,832	1.11161	87,555,936	10.5%
Olivet	17,333,066	43.82%	39,555,148	19,777,574	1.14104	34,875,384	13.4%
Pottersville	46,069,000	45.41%	101,451,222	50,725,611	1.10108	92,694,165	9.4%
City Totals	628,676,066	44.62%	1,409,010,241	704,505,120	1.12062	1,264,941,783	11.4%
County totals	3,334,554,630	45.15%	7,385,008,998	3,692,504,499	1.10735	6,709,365,453	10.07%

EATON COUNTY
2022

Number of Residential Sales
By Year Used In Equalization Analysis

<u>Townships</u>	Time frame	Time frame	Time frame	Time frame	Time frame			
	<u>10/01/14</u>	<u>10/01/15</u>	04/16	04/17	04/18	04/19	04/20	04/21
	<u>09/30/15</u>	<u>09/30/16</u>	<u>03/17</u>	<u>03/18</u>	<u>03/19</u>	<u>03/20</u>	<u>03/21</u>	<u>03/22</u>
Bellevue	25	36	40	34	34	47	61	49
Benton	34	28	28	27	28	40	41	43
Brookfield	13	25	22	21	21	21	15	18
Carmel	30	32	41	41	41	43	47	45
Chester	10	16	16	17	12	15	17	15
Delta Charter	381	423	458	431	485	363	479	526
Eaton	56	54	66	59	64	72	60	53
Eaton Rapids	41	51	66	49	60	55	57	53
Hamlin	29	47	44	48	53	35	36	68
Kalamo	13	22	19	15	23	15	23	27
Oneida	43	53	55	58	64	54	48	61
Roxand	16	13	20	16	21	20	26	22
Sunfield	25	27	32	18	21	34	25	40
Vermontville	14	16	14	29	22	20	22	30
Walton	11	24	21	17	31	21	27	34
Windsor	76	95	87	113	114	98	107	121
Township Total	817	962	1029	993	1094	953	1091	1205
<u>Cities</u>								
Charlotte	100	137	133	149	143	121	169	184
Eaton Rapids	58	75	88	97	92	74	82	125
Grand Ledge	99	116	136	107	102	136	140	138
Lansing	17	24	33	35	33	25	30	46
Olivet	11	11	10	16	15	13	10	15
Pottersville	44	31	36	38	40	37	28	45
City Total	329	394	436	442	425	406	459	553
County Total	1146	1356	1465	1435	1519	1359	1550	1758

EATON COUNTY**2022****Residential Percent Change By Equalization Study Year**

2000	+5.30%
2001	+6.30%
2002	+6.70%
2003	+5.50%
2004	+4.50%
2005	+4.30%
2006	+3.90%
2007	-.10%
2008	-6.60%
2009	-9.55%
2010	-2.60%
2011	-4.48%
2012	-1.02%
2013	+1.37%
2014	+3.77%
2015	+3.56%
2016	+3.97%
2017	+2.10%
2018	+6.19%
2019	+5.91%
2020	+5.19%
2021	+6.57%
2022	+10.07%

**2022 EQUALIZATION STUDY
STARTING BASE FOR 2022**

L-4023's
RECAP OF L-4018's
COMMERCIAL

Assessment Jurisdiction	Assessed	Ratio	True Cash Value	50% of TCV	2022 Tentative Factor	Est TCV 2023	% of Change
Bellevue	4,543,116	47.29%	9,606,927	4,803,464	1.05731	9,141,078	5.1%
Benton	4,899,500	41.50%	11,806,024	5,903,012	1.20482	9,858,149	19.8%
Brookfield	169,991	54.63%	311,168	155,584	0.91525	342,034	-9.0%
Carmel	1,046,850	46.37%	2,257,602	1,128,801	1.07829	2,106,338	7.2%
Chester	235,000	41.06%	572,333	286,167	1.21774	472,837	21.0%
Delta	528,110,900	47.07%	1,121,969,195	560,984,598	1.06225	1,062,597,384	5.6%
Eaton	5,521,200	44.43%	12,426,739	6,213,370	1.12537	11,109,054	11.9%
Eaton Rapids	2,733,800	45.52%	6,005,712	3,002,856	1.09842	5,500,604	9.2%
Hamlin	1,569,600	44.27%	3,545,516	1,772,758	1.12944	3,158,149	12.3%
Kalamo	319,200	47.18%	676,558	338,279	1.05978	642,254	5.3%
Oneida	13,923,700	44.04%	31,616,031	15,808,016	1.13534	28,015,493	12.9%
Roxand	2,598,100	42.79%	6,071,746	3,035,873	1.16850	5,227,565	16.1%
Sunfield	4,091,600	42.82%	9,555,348	4,777,674	1.16768	8,232,596	16.1%
Vermontville	2,798,700	43.46%	6,439,715	3,219,858	1.15049	5,631,187	14.4%
Walton	1,199,850	43.23%	2,775,503	1,387,752	1.15661	2,414,185	15.0%
Windsor	34,661,100	47.05%	73,668,650	36,834,325	1.06270	69,740,644	5.6%
Twp. Totals	608,422,207	46.83%	1,299,304,767	649,652,387	1.06777	1,224,189,551	6.1%
Charlotte	69,259,100	46.43%	149,168,856	74,584,428	1.07689	139,354,326	7.0%
Eaton Rapids	25,013,600	46.88%	53,356,655	26,678,328	1.06656	50,329,175	6.0%
Grand Ledge	76,408,900	47.03%	162,468,424	81,234,212	1.06316	153,740,241	5.7%
Lansing	21,101,300	48.90%	43,151,943	21,575,972	1.02250	42,457,344	1.6%
Olivet	3,876,654	46.59%	8,320,786	4,160,393	1.07320	7,800,109	6.7%
Pottersville	9,956,500	46.30%	21,504,320	10,752,160	1.07992	20,033,199	7.3%
City Totals	205,616,054	46.95%	437,970,984	218,985,493	1.06503	413,714,394	5.9%
County totals	814,038,261	46.86%	1,737,275,751	868,637,880	1.06708	1,637,903,946	6.07%

EATON COUNTY
2022**Commercial Percent Change By Equalization Study Year**

2000	+4.90%
2001	+6.50%
2002	+5.70%
2003	+3.70%
2004	+2.30%
2005	+3.20%
2006	+2.30%
2007	+0.20%
2008	-2.10%
2009	-5.40%
2010	-7.30%
2011	-3.91%
2012	-0.13%
2013	+1.87%
2014	+1.83%
2015	+3.38%
2016	+3.66%
2017	+1.04%
2018	+4.96%
2019	+3.71%
2020	+0.54%
2021	+3.70%
2022	+6.07%

2022 EQUALIZATION STUDY**STARTING BASE FOR 2022**

L-4023's

RECAP OF L-4018's

INDUSTRIAL

Assessment Jurisdiction	Assessed	Ratio	True Cash Value	50 % of TCV	2022 Tentative Factor	Est TCV 2023	% of Change
Bellevue							
Benton							
Brookfield	172,242	46.06%	373,951	186,976	1.08555	346,563	7.9%
Carmel							
Chester							
Delta	125,821,400	48.11%	261,528,580	130,764,290	1.03929	253,161,771	3.3%
Eaton	1,252,700	49.86%	2,512,435	1,256,218	1.00281	2,520,523	-0.3%
Eaton Rapids							
Hamlin	1,290,300	43.07%	2,995,821	1,497,911	1.16091	2,596,177	15.4%
Kalamo							
Oneida	6,486,100	48.82%	13,285,744	6,642,872	1.02418	13,050,503	1.8%
Roxand							
Sunfield	3,664,900	46.83%	7,825,966	3,912,983	1.06770	7,374,044	6.1%
Vermontville	213,600	45.20%	472,566	236,283	1.10620	429,779	10.0%
Walton	920,928	44.16%	2,085,435	1,042,718	1.13225	1,852,974	12.5%
Windsor	14,753,900	44.19%	33,387,418	16,693,709	1.13148	29,685,915	12.5%
Twp. Totals	154,576,070	47.64%	324,467,916	162,233,960	1.04955	311,018,249	4.3%
Charlotte	29,581,800	49.74%	59,472,859	29,736,430	1.00523	59,520,724	-0.1%
Eaton Rapids	13,321,500	47.84%	27,845,945	13,922,973	1.04516	26,803,823	3.9%
Grand Ledge	3,387,800	47.96%	7,063,803	3,531,902	1.04254	6,816,499	3.6%
Lansing	76,548,500	50.76%	150,804,768	75,402,384	0.98503	154,021,127	-2.1%
Olivet	484,204	46.40%	1,043,543	521,772	1.07759	974,254	7.1%
Pottersville	10,991,300	42.61%	25,795,119	12,897,560	1.17344	22,115,292	16.6%
City Totals	134,315,104	49.38%	272,026,037	136,013,021	1.01265	270,251,718	0.7%
County totals	288,891,174	48.43%	596,493,953	298,246,981	1.03239	581,269,968	2.62%

EATON COUNTY
2022

Industrial Percent Change By Equalization Study Year

2001	+5.90%
2002	+6.30%
2003	+5.50%
2002	+2.90%
2004	+1.80%
2005	+3.00%
2006	+2.00%
2007	+1.70%
2008	-2.10%
2009	-7.80%
2010	-5.00%
2011	-3.32%
2012	-0.15%
2013	+0.55%
2014	-0.76%
2015	+2.83%
2016	+2.02%
2017	-2.94%
2018	+0.98%
2019	+3.75%
2020	+3.81%
2021	+6.94%
2022	+2.62%

2022 EQUALIZATION STUDY**STARTING BASE FOR 2022**

L-4023's

RECAP OF L-4018's

DEVELOPMENTAL

Assessment Jurisdiction	<u>Assessed</u>	<u>Ratio</u>	True Cash <u>Value</u>	50 % of <u>TCV</u>	2022 Tentative <u>Factor</u>	Est TCV <u>2023</u>	% of <u>Change</u>
Bellevue							
Benton				-			
Brookfield							
Carmel							
Chester							
Delta	9,097,900	48.03%	18,942,120	9,471,060	1.04102	18,305,634	3.48%
Eaton				-	-		
Eaton Rapids							
Hamlin							
Kalamo							
Oneida							
Roxand							
Sunfield							
Vermontville							
Walton							
Windsor					-		
Twp. Totals	9,097,900	48.03%	18,942,120	9,471,060	1.04102	18,305,634	3.48%
Charlotte							
Eaton Rapids							
Grand Ledge							
Lansing							
Olivet							
Potterville							
City Totals							
County totals	9,097,900	48.03%	18,942,120	9,471,060	1.04102	18,305,634	3.48%

EATON COUNTY
2022

Developmental Percent Change By Equalization Study Year

2001	+13.2%
2002	+12.5%
2003	+9.5%
2004	+6.2%
2005	+25.8%
2006	+12.4%
2007	+7.1%
2008	-5.5%
2009	-10.5%
2010	-6.90%
2011	-4.53%
2012	-1.18%
2013	+0.1%
2014	+1.32%
2015	+14.72%
2016	+2.49%
2017	+3.33%
2018	+6.81%
2019	+0.89%
2020	-0.18%
2021	-0.04%
2022	+3.48%

EATON COUNTY BOARD OF COMMISSIONERS

December 21, 2022

RESOLUTION AMENDING THE 2022
APPORTIONMENT REPORT

Introduced by the Ways and Means Committee

WHEREAS, In compliance with Michigan Compiled Laws, Section 211.37 as amended, clerical errors were found in the previously adopted Apportionment Report.

THEREFORE, BE IT RESOLVED, That the Eaton County Board of Commissioners hereby amends the previously adopted 2022 Apportionment Report to spread the corrected millage rates to the affected units on the 2022 winter tax rolls.

New Millage

<u>Unit</u>	<u>Original Debt</u>	<u>Corrected Debt</u>
<u>Eaton County</u> County Parks	0.00	0.5000

Diana Bosworth, County Clerk

Date

WAYS & MEANS COMMITTEE
Positions Update
12/16/2022

<u>DEPARTMENT</u>	<u>POSITION OPENING</u>	<u>STATUS</u>	<u>VACANT</u>	<u>REASON</u>	<u>FILLED</u>	<u>WAGE SCALE</u>
Construction Code	Part-Time Plumbing Inspector	On Hold	1/31/2022	Retirement		Grade 8
	Building Inspector	On Hold	2/28/2022	Promotion		Grade 8
	Mechanical and Plumbing Inspector	On Hold	3/16/2022	New Position		Grade 8
Drain Commissioner	Drain Inspector	Posted	11/4/2022	Other		Grade 8
Physical Plant	Custodian	Filled	9/16/2022	Retirement	12/5/2022	Union
Prosecuting Attorney	Assistant Prosecuting Attorney	Posted	11/16/2022	Resigned Other		Grade 10
	Legal Assistant	Filled	2/11/2023	Resigned State of Michigan	1/3/2023	Grade 3
Public Defender's Office	Senior Assistant Public Defender	Posted	12/2/2022	Resigned Other		Grade 13
Sheriff's Office	Deputy	Filled - Academy Graduate	1/14/2022	Resigned Personal	12/16/2022	Union
	Deputy	Filled - Academy Graduate	3/2/2022	Resigned Other Agency	12/16/2022	Union
	Deputy	Posted	3/22/2022	Resigned Personal		Union
	Deputy	Posted	7/28/2022	Resigned Other Agency		Union
	Deputy	Posted	8/12/2022	Retirement		Union
	Deputy - Detective Assignment	Posted	8/12/2022	Retirement		Union
	Deputy	Posted	9/14/2022	Resigned Other Agency		Union
	Deputy	Posted	9/24/2022	Resigned Personal		Union
	Deputy	Posted	9/30/2022	Other		Union
	Deputy	Posted	11/9/2022	Resigned Other Employment		Union
	Deputy	Posted	8/29/2022	Resigned Other		Union
	Deputy - School Resource Officer	Posted	11/16/2022	Waverly School Contract		Union
	Corrections Deputy	Posted	10/20/2022	Resigned Other		Union
	Corrections Deputy	Posted	10/28/2022	Resigned Other Employment		Union
	Jail Captain	Pending Promotion	10/14/2022	Retirement		Union
	Records Clerk	Posted	10/19/2022	Promotion to Admin Serv Asst		Union
	Jail Health Coordinator	Filled	12/29/2021	Retirement	11/28/2022	Grade 11
Technology Services	Network Administrator	Offer Pending	11/3/2022	Other	10/24/2022	Grade 10
Trial Court	Youth Specialist	Posted	10/14/2022	Resigned Other Employment		Union
	Youth Specialist - Part Time	Internal Posting	8/26/2022	Resigned Relocated		Union
	Community Based Treatment Specialist	Program Temporarily Closed	8/27/2022	Internal Transfer/Promotion		Grade 3
	Community Based Treatment Specialist	Program Temporarily Closed	8/27/2022	Internal Transfer-Youth Specialist		Grade 3
	Community Based Treatment Specialist	Program Temporarily Closed	8/31/2022	Internal Transfer-Youth Specialist		Grade 3
	Day Treatment Specialist	Internal Posting	5/13/2022	Transferred to Youth Specialist		Grade 3
<u>CURRENT POSITION OPENINGS:</u>						
Central Dispatch	Public Safety Telecommunicator	Recommended	12/7/2022	Resigned Other		Union
Controller's Office	Controller/Administrator	Recommended	1/13/2023	Resigned Other Agency		Grade 18
Prosecuting Attorney	Economic Crimes Unit Financial Assistant	Recommended	12/16/2022	Resigned Other Employment		Grade 4
	Senior Assistant Prosecuting Attorney	Recommended	1/13/2023	Resigned Other Agency		Grade 15
Sheriff's Office	Deputy	Recommended	12/29/2022	Resigned Other Agency		Union
	Deputy	Recommended	1/31/2023	Retirement		Union
	Deputy	Recommended	12/19/2022	Resigned Other Agency		Union
Trial Court	Court Financial Clerk - Juvenile	Recommended	12/7/2022	Resigned Other Employment		Grade 4
	Juvenile Probation Officer	Recommended	12/29/2022	Retirement		Grade 8
	Office Manager - Youth Facility	Recommended	1/13/2023	Promotion		Grade 4

Sheriff's Office Recruiting Efforts

- Communication with several academies and colleges around the state. Requests for permission for recruiting visits, sharing our hiring information, and contact information for potential candidates.
- Recruiting visits/career fair participation at various colleges, as well as contact with the Michigan National Guard in Grand Ledge and Battle Creek.
- Regular and ongoing meetings with Olivet College, who has had a long standing working relationship with the Sheriff's Office. The college provides opportunities to meet with current students, which has resulted in successful recruitment of interns and police academy sponsorships candidates. If available, the college would be a great resource for cadet candidates.
- Daily contact and participation with The Mid-Michigan Police Academy at Lansing Community College.
- Sergeant serves as a Coordinator at the academy and actively participates in the academy instruction/activities.
- Lieutenant also provides training instruction services at the academy and participates in their scenario trainings.
- Canine Deputy is currently serving as a mentor at the Mid-Michigan Police Academy at LCC.
- Social media posts advertising our position openings with a direct line to the Administrative Services Captain.
- **NEW 2022** - Partnership with advertising/marketing company for services and consulting - Development of ECSO recruiting website, social media site management, assorted recruiting materials for distribution. In final stages of development.
- **NEW PROPOSAL** - Development of Cadet Program to establish a path for candidates to be employed with the Sheriff's Office, while working toward and becoming a certifiable/licensed Sheriff's Deputy.
- Explorer Program provides an opportunity for kids ages 14-20 to learn various aspects of police work. The program has successfully recruited at least 4 full-time deputies who previously participated in the program and others who participated in other Explorer Programs.
- Participation in community events by PR Team (current command and deputies). Employees provide support and information to the community during assorted events. (Parades, career fairs, National Night Out, July 4th, Fire Dept Open Houses, Trunk or Treat etc). Pamphlets/information given to those who express an interest in joining law enforcement.
- Provide "ride-a-long" opportunities to members of the community interested in a career in law enforcement.

SHERIFF'S OFFICE CADET PROGRAM OVERVIEW

A Sheriff's Office Cadet will be a part-time and non-represented employee of the Eaton County Sheriff's Office. The intent of their employment is to gain valuable knowledge and experience, while working toward becoming a fully sworn Deputy of the Sheriff's Office upon completion of a Michigan Commission on Law Enforcement Standards (MCOLES) recognized police academy program. The Sheriff's Office proposes a maximum of six (6) cadets in the program at any one time. To be eligible for hire, Cadets must be a high school graduate, a minimum of 17 years old, and currently enrolled in college courses on at least a part-time basis; If not enrolled in college courses, candidates must be transitioning to a mutually agreed upon police academy program, and have received a passing score on the MCOLES Reading/Writing exam, and physical agility examination. When transitioning to a police academy and not currently enrolled in college courses, hiring conditions must be mutually agreed upon by the Sheriff and the Cadet candidate.

As determined by the Sheriff or his designee, approved Cadets may be sponsored to attend the Mid-Michigan Police Academy, or similar approved academy, once they have met the established MCOLES minimum eligibility requirements. Cadets will earn a part-time hourly wage (\$15.00/hr.) as determined by the Board of Commissioners until entering a police academy. While enrolled and participating in a police academy, Cadets will receive full-time wage (\$17.50/hr.) and benefits as directed by the Board of Commissioners. For any Cadet, failure to successfully complete or enter the agreed upon police academy and/or failure to attain a passing score on the MCOLES licensing exam, will result in employment separation from the Sheriff's Office, and requirement to re-pay the County its investment (i.e., the academy tuition cost).

Prior to attending a Police Academy as an employed recruit, Cadets are responsible for performing a variety of tasks while assisting the Field, Administrative, and Corrections Division's. Cadets do not fill the role of a fully sworn Deputy or Corrections Deputy, and the tasks Cadets are assigned will be non-enforcement, and non-emergency related. Their

assistance with these tasks will be aimed toward the Cadets receiving hands on experience to better prepare them for a Police Academy program, and to assist them in their goal of becoming an Eaton County Sheriff's Deputy.

EXAMPLES OF TASKS/FUNCTIONS:

- As authorized by a supervisor, Cadets may serve as an information liaison between full-time members of the Sheriff's Office and the public, by answering/placing non-emergency phone calls, or by having in-person contact with a member of the public who arrives at the Sheriff's Office.
- Assist with data entry tasks (non-report/enforcement related) as requested by a Deputy Sheriff, Correction's Deputy, or supervisor.
- Observe/shadow Deputies and Corrections Deputies as they carry out their duties, at the discretion of a supervisor, in order to further their knowledge and experience.
- Perform tasks related to cleaning/washing/preparing patrol cars or equipment, and reporting any damage observed to a supervisor.
- Assist in the organization of files, equipment, uniforms, and other miscellaneous items belonging to/or in the possession of the Sheriff's Office.
- Perform tasks which assist in training, public relations, and/or recruiting, being hosted/conducted by Sheriff's Office.
- Attend and successfully complete trainings as assigned by the Sheriff or his designee.
- Perform other non-enforcement/emergency related duties as directed by a higher authority.

MINIMUM QUALIFICATION'S/EXPERIENCE:

- Must be a high school graduate, minimum of 17 years old, and currently enrolled in college courses on at least a part-time basis.
- If not enrolled in college courses, must be transitioning to a mutually agreed upon academy program, and have received a passing score on the MCOLES Reading/Writing, and Physical Agility examinations.

- When transitioning to a police academy and not currently enrolled in college courses, hiring conditions must be mutually agreed upon by the Sheriff and the Cadet candidate.
- Although not required, preference is given to students who are in a Criminal Justice related degree program/course work.

OTHER REQUIREMENTS:

- Be at least 17 years of age.
- Must possess a valid driver's license.
- Must be a United States Citizen.
- Must possess high character fitness, including but not limited to: No prior felony convictions, or criminal/civil history, which would prevent licensing by MCOLES.
- Must meet minimum licensing standard(s) for MI law enforcement standards, as set forth by MCOLES.
- Comply with hearing and vision standards required by MCOLES for licensing as a law enforcement officer.

SHERIFF'S OFFICE CADET

Class Title: Cadet

Salary: (Determined by the Board of Commissioners)

Work Schedule: Varies. (Under 29 hours per week)

General Summary:

Under the general supervision of the Administrative Services Commander, or a designee, Cadets are responsible for performing a variety of tasks while assisting the Field, Administrative, and Corrections Division's. Cadets do not fill the role of a fully sworn Deputy or Corrections Deputy, and the tasks Cadets are assigned will be non-enforcement, and non-emergency related. Candidates for this position will be selected by, and at the discretion of, the Sheriff or his designee.

Essential Functions:

1. The primary function of the Cadet position is to aid Sheriff's Office employees by performing duties which are aimed to assist the Field, Administrative, and Corrections Divisions.
2. As assigned, responsible for gathering information from members of the public who arrive in need of assistance, at the Sheriff's Office in Charlotte, or Delta Twp. This information is then turned over to the appropriate Deputy by the Cadet, in order for the matter to be investigated/resolved.
3. Answers non-emergency phone calls and either assists or routes all incoming calls in a courteous and professional manner, under the supervision of the shift supervisor.
4. May respond to general questions or requests for information over the phone, or in person, while under the supervision of the shift supervisor.
5. Assist with data entry tasks (non-report related) as requested by a Deputy Sheriff, Correction's Deputy, or supervisor.
6. Communicates effectively over law enforcement radio channels while initiating and responding to radio communications.
7. Observes/shadows Deputies and Corrections Deputies as they carry out their duties, at the discretion of a supervisor, in order to further their knowledge and experience.
8. Reports departmental property and equipment requiring maintenance or repair to a commanding officer.

Other Functions:

1. Performs other non-enforcement related duties as directed by a higher authority.

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

Minimum Qualification's/Experience:

Must be a high school graduate, minimum of 18 years old, and currently enrolled in college courses on at least a part-time basis; If not enrolled in college courses, must be transitioning to a mutually agreed upon police academy program, and have received a passing score on the MCOLES Reading/Writing and Physical Agility examinations. When transitioning to a police academy and not currently enrolled in college courses, hiring conditions must be mutually agreed upon by the Sheriff and the Cadet candidate.

Although not required, preference is given to students who are in a Criminal Justice related degree program/course work.

Other Requirements:

- Be at least 17 years of age.
- Must possess a valid driver's license.
- Must be a United States Citizen.
- Must possess high character fitness, including but not limited to: No prior felony convictions, or criminal/civil history, which would prevent licensing by MCOLES.
- Must meet minimum licensing standard(s) for MI law enforcement standards, as set forth by MCOLES.
- Comply with hearing and vision standards required by MCOLES for licensing as a law enforcement officer.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

Controller/Administrator

Bargaining Unit-Administrative Non Union

EATON COUNTY

Established Date: Jan 1, 2006

Revision Date: December 14, 2022

Compensation: Grade 18 of Salary and Classification Scale

Salary - \$96,948 to \$126,006

General Summary

Under the general direction of the Board of Commissioners, carries out directives and implements policies of the Board related to personnel and employee relations, budget and financial management, insurances, payroll, purchasing, grant funding, media and public relations, legislative advocacy and other areas as directed. Responsible for the day-to-day operation and administration of County operations under the authority of the Board of Commissioners. Responsible for coordinating and participating in the negotiation of labor agreements, administration of grievances and working with legal counsel on litigated matters. Supervises staff engaged in financial management and administration, human resources and personnel, employee relations, benefits administration, payroll and provides other administrative support to the Board of Commissioners, Elected Officials, Departments and the Trial Courts. Supervises appointed department managers and serves as liaison between other agencies, Elected Officials, the Trial Courts and Board of Commissioners.

Essential Functions

1. Supervises staff responsible for financial administration, personnel and human resources, benefits administration and payroll and other administrative functions. Includes responsibility for hiring, training, assigning work, approving leave time, reviewing and evaluating performance and dealing with employee relations issues.
2. Supervises appointed managers of departments such as Physical Plant, Equalization, Parks, Resource Recovery, Community Development, Construction Code and Technology Services and Central Dispatch. Responsible for recommending the hiring of department managers with the Board, assigning functions, and reviewing and evaluating managerial performance.
3. Prepares Board and Committee meeting agendas and attends meetings to advise, counsel, and present pertinent data and information to aid the Board in making decisions and establishing policies. Coordinates agendas with affected parties. Coordinates the preparation of presentations, materials and information provided and utilized by the Board in decision-making process. Reviews materials prepared by others submitted for data accuracy. Administers and carries out policy and directives as decided upon at meeting by the Board and its standing committees.
4. Responsible for the bargaining and administration of all labor agreements within the County. Serves as an advisor to the departments on employee relations matters, interprets the agreements. Coordinates with labor counsel concerning representation at grievance and administrative hearings and litigated matters.

5. Responsible for overseeing the preparation of the annual County budget, includes designing and coordinating the budget process, monitoring financial information, working with the Board on personnel and capital items, evaluating proposals made by department managers, elected officials and the trial courts and makes recommendations on funding levels for departmental budgetary requests and overseeing preparation of the final approved budget.
6. Supervises the human resources, personnel, employee relations and benefits administration programs of the County, includes developing, recommending and administering the personnel policies and coordinating the development of new county-wide policies, overseeing the recruitment and employment program, overseeing the wage and salary and employee benefit programs and all other areas related to human resource and personnel management.
7. Responsible for the County's risk management program. Includes interaction with third party carriers and administrators for employee insurances, liability, errors and omissions, fleet and umbrella coverage. Reviews claims and works with counsel and Board regarding settlement options. Coordinates matters with civil counsel for departmental issues and seeks legal advice and opinions for the Board. Coordinates independent auditing services and other contractual and professional services.
8. Responsible for the preparation and recommendations of policies for the Board on general administrative areas such as purchasing, budget, personnel, rules of procedure, building and grounds, and monitors and interprets approved policies..
9. Provides assistance to the Board and Committees of the Board to facilitate action on matters requiring their attention such as policy review, contract review, contract negotiation and liaison with other boards and agencies. Investigates and researches various issues and projects assigned by the Board and reports the results with possible alternatives and recommended courses of action.
10. Confers with department managers, elected officials and the trial courts and seeks to resolve operating problems within current practices and policies. Revises and develops policy dealing with new or changing circumstances for consideration of the Board. Advises all parties of Board and Committee actions.
11. Serves as financial advisor to the Board of Commissioners, reporting on financial matters, analyzing current funding, projecting costs and forecasting available funds. Responsible for the long term financial planning utilized in conjunction with the development of the annual budget. Oversees development of periodic status reports on receipts and expenditures for use in monitoring County finances. Directs the compilation of periodic summary reports on the general ledgers, status of accounts, budget checkpoints, assets and liabilities of the County and each of its funds. In cooperation with the County Treasurer is responsible for the preparation of information required to complete the issuance of long-term debt, including information provided to financial advisors, bond counsel and rating agencies.
12. Oversees the management, operation and maintenance of all County facilities.
13. Represents the Board of Commissioners at meetings with local governmental and State officials. Speaks on behalf of the Commission at various meetings and serves as a resource to the Board of Commissioners and external parties on existing policies and legislative issues.

14. Appointed as the County's Freedom of Information Act Coordinator, responsible for compliance with responses to requests for information in accordance with the Act.

Other Functions

16. None listed.

This list may not be inclusive of the total scope of job functions to be performed. Duties and responsibilities may be added, deleted or modified at any time.

Employment Qualifications

Education: Master's in Business or Public Administration or closely related field/ 1 – 2 years graduate work preferred; experience in a position of similar responsibility in a County government may be considered.

Experience: Seven or more years of administrative/managerial/supervisory experience in local government with responsibility for financial and accounting administration, budget preparation, human resources and benefits administration, personnel and other administrative areas.

Other Requirements:

FLSA Status: Exempt.

The qualifications listed above are intended to represent the minimum skills and experience levels associated with performing the duties and responsibilities contained in this job description. The qualifications should not be viewed as expressing absolute employment or promotional standards, but as general guidelines that should be considered along with other job-related selection or promotional criteria.

Physical Requirements: {This job requires the ability to perform the essential functions contained in this description. These include, but are not limited to, the following requirements. Reasonable accommodations will be made for otherwise qualified applicants unable to fulfill one or more of these requirements}:

Ability to access departmental files.

Ability to enter and retrieve information from computers.

Ability to access all locations of County government.

Working Conditions:

Works in office conditions.

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 21, 2022

RESOLUTION TO AUTHORIZE NEOGOV TO ACT AS AN E-VERIFY AGENT

Introduced by the Ways and Means Committee

WHEREAS, E-Verify is a web-based system that allows enrolled employers to confirm the eligibility of their employees to work in the United States; and

WHEREAS, E-Verify employers verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form I-9, Employment Eligibility Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS); and

WHEREAS, Eaton County is an E-Verify employer; and

WHEREAS, NEOGOV, Eaton County's human resources software provider, provides a service whereby NEOGOV will act as an employer agent for clients and perform verification services on their behalf; and

WHEREAS, authorization for NEOGOV to act as Eaton County's agent for this purpose is being requested to achieve greater efficiency and further reduce manual activity.

NOW, THEREFORE BE IT RESOLVED, that entering into an agreement authorizing NEOGOV to act as an E-Verify agent on behalf of Eaton County is approved.

BE IT FURTHER RESOLVED, that the Deputy Controller/Administrator is authorized to sign any necessary contract documents.

Eaton County
All: Blue Cross Claims Analysis -- January 1, 2022 Through December 31, 2022
ALL COUNTY AND BEDHD ACTIVE EMPLOYEES AND RETIREES

Worst Case Scenario:

Contracts at Renewal	475
Adm Fee	\$64.75
Specific and Aggregate Stop Loss*	\$321.24
Attachment Point	\$14,306.00
TOTAL WORST CASE (MED ONLY)	

* Specific Deductible Is: \$55,000

Fixed Costs	\$2,200,143
Maximum Aggregate Liability:	\$6,795,350
Total Worst Case Medical:	\$8,995,493

Date	Blue Cross	Blue Shield	Drug	Stop Loss	Medical Total	Contracts	QTR Adj	Fixd Costs	Amount Pd	Qtrly Totals
Jan-22	\$347,613	\$144,914	\$204,675	(\$116,041)	\$581,162	473		\$182,573	\$763,735	
Feb-22	\$240,796	\$155,679	\$189,512	(\$93)	\$585,894	478		\$184,503	\$770,397	
Mar-22	\$185,425	\$166,929	\$174,383	(\$1,038)	\$525,699	478	(\$115,073)	\$184,503	\$595,129	\$2,129,262 1st Qtr
Apr-22	\$132,975	\$174,548	\$201,590	(\$2,405)	\$506,708	480		\$185,275	\$691,983	
May-22	\$270,338	\$135,708	\$205,780	(\$82,726)	\$529,099	474		\$182,959	\$712,058	
Jun-22	\$298,696	\$153,942	\$235,005	(\$59,805)	\$627,837	477	(\$90,093)	\$184,117	\$721,862	\$2,125,903 2nd Qtr
Jul-22	\$182,328	\$219,118	\$178,862	(\$30,324)	\$549,984	472		\$182,187	\$732,171	
Aug-22	\$166,395	\$173,529	\$210,520	(\$55,583)	\$494,861	476		\$183,731	\$678,593	
Sep-22	\$172,939	\$198,965	\$199,186	(\$102,942)	\$468,147	472	\$0	\$182,187	\$650,335	\$2,061,098 3rd Qtr
Oct-22	\$131,656	\$149,931	\$190,750	(\$96,812)	\$375,525	474		\$182,959	\$558,484	
Nov-22	\$0	\$0	\$0	\$0	\$0	0		\$0	\$0	
Dec-22	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$558,484 4th Qtr
Totals	\$2,129,161	\$1,673,262	\$1,990,262	(\$547,768)	\$5,244,917		(\$205,166)	\$1,834,996	\$6,874,747	
	30.97%	24.34%	28.95%	-7.97%	76.29%		-2.98%	26.69%	100.00%	

	2022 BUDGET Expected Cost \$7,408,836		
	Comp To Budg		Surp/(Def) YTD
	Budget	Surp/(Def)	
Jan-22	\$617,403	(\$146,332)	(\$146,332)
Feb-22	\$617,403	(\$152,994)	(\$299,326)
Mar-22	\$617,403	\$22,274	(\$277,053)
Apr-22	\$617,403	(\$74,580)	(\$351,633)
May-22	\$617,403	(\$94,655)	(\$446,288)
Jun-22	\$617,403	(\$104,459)	(\$550,747)
Jul-22	\$617,403	(\$114,768)	(\$665,515)
Aug-22	\$617,403	(\$61,190)	(\$726,705)
Sep-22	\$617,403	(\$32,932)	(\$759,636)
Oct-22	\$617,403	\$58,919	(\$700,717)
Nov-22	\$0	\$0	(\$700,717)
Dec-22	\$0	\$0	(\$700,717)

Reconciliation		
County	BEDHD	Total
(\$610,503)	(\$90,214)	(\$700,717)

Eaton County
All: Blue Cross Claims Analysis -- January 1, 2022 Through December 31, 2022
ALL COUNTY ACTIVE EMPLOYEES AND RETIREES

Worst Case Scenario:

Contracts at Renewal	436
Adm Fee	\$64.75
Specific and Aggregate Stop Loss*	\$321.24
Attachment Point	\$14,306.00

* Specific Deductible Is: \$55,000

Date	Blue Cross	Blue Shield	Drug	Stop Loss	Medical Total	Contracts	Qtr Adj	Fixd Costs	Amount Pd	Qtrly Totals
Jan-22	\$343,164	\$138,342	\$197,568	(\$116,041)	\$563,033	443		\$170,994	\$734,026	
Feb-22	\$198,893	\$144,654	\$177,849	(\$93)	\$521,303	447		\$172,538	\$693,840	
Mar-22	\$178,775	\$144,030	\$163,177	(\$1,038)	\$484,944	446	(\$107,369)	\$172,152	\$549,726	\$1,977,593 1st Qtr
Apr-22	\$123,955	\$162,431	\$191,318	(\$2,405)	\$475,298	448		\$172,924	\$648,222	
May-22	\$243,003	\$124,903	\$197,063	(\$82,726)	\$482,243	444		\$171,380	\$653,622	
Jun-22	\$290,081	\$142,237	\$224,299	(\$57,942)	\$598,675	446	(\$84,238)	\$172,152	\$686,589	\$1,988,433 2nd Qtr
Jul-22	\$158,591	\$203,883	\$169,997	(\$26,346)	\$506,125	441		\$170,222	\$676,347	
Aug-22	\$123,375	\$152,555	\$199,873	(\$44,303)	\$431,499	443		\$170,994	\$602,493	
Sep-22	\$162,114	\$179,402	\$188,359	(\$85,937)	\$443,937	435	\$0	\$167,906	\$611,843	\$1,890,683 3rd Qtr
Oct-22	\$120,407	\$130,497	\$180,922	(\$71,135)	\$360,691	433		\$167,134	\$527,825	
Nov-22	\$0	\$0	\$0	\$0	\$0	0		\$0	\$0	
Dec-22	\$0	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$527,825 4th Qtr
Totals	\$1,942,357	\$1,522,935	\$1,890,424	(\$487,967)	\$4,867,749		(\$191,607)	\$1,708,392	\$6,384,533	
% Of Total	30.42%	23.85%	29.61%	-7.64%	76.24%		-3.00%	26.76%	100.00%	

<u>2022 BUDGET</u>			
Expected Cost \$6,928,836			
	Comp To Budg		Surp/(Def) YTD
	Budget	Surp/(Def)	
Jan-22	\$577,403	(\$156,623)	(\$156,623)
Feb-22	\$577,403	(\$116,437)	(\$273,061)
Mar-22	\$577,403	\$27,677	(\$245,384)
Apr-22	\$577,403	(\$70,819)	(\$316,203)
May-22	\$577,403	(\$76,219)	(\$392,422)
Jun-22	\$577,403	(\$109,186)	(\$501,608)
Jul-22	\$577,403	(\$98,944)	(\$600,552)
Aug-22	\$577,403	(\$25,090)	(\$625,642)
Sep-22	\$577,403	(\$34,440)	(\$660,081)
Oct-22	\$577,403	\$49,578	(\$610,503)
Nov-22	\$0	\$0	(\$610,503)
Dec-22	\$0	\$0	(\$610,503)

Eaton County
All: Blue Cross Claims Analysis -- January 1, 2022 Through December 31, 2022
EATON COUNTY ACTIVE EMPLOYEES

Worst Case Scenario:

Contracts at Renewal	291
Adm Fee	\$64.75
Specific and Aggregate Stop Loss*	\$321.24
Attachment Point	\$14,306.00

* Specific Deductible Is: \$55,000

Date	Blue Cross	Blue Shield	Drug	Stop Loss	Medical Total	Contracts	Qtr Adj	Fixd Costs	Amount Pd	Qtrly Totals
Jan-22	\$125,921	\$124,066	\$130,562		\$380,550	294		\$113,481	\$494,031	
Feb-22	\$182,611	\$122,153	\$113,144		\$417,908	297		\$114,639	\$532,547	
Mar-22	\$114,239	\$118,820	\$88,383		\$321,442	295	(\$71,018)	\$113,867	\$364,291	\$1,390,869 1st Qtr
Apr-22	\$68,123	\$132,852	\$115,065	(\$2,405)	\$313,634	296		\$114,253	\$427,887	
May-22	\$224,106	\$108,432	\$126,154	(\$82,726)	\$375,966	292		\$112,709	\$488,675	
Jun-22	\$221,994	\$125,435	\$147,224	(\$54,034)	\$440,620	293	(\$55,340)	\$113,095	\$498,375	\$1,414,937 2nd Qtr
Jul-22	\$107,075	\$182,169	\$94,729	(\$18,320)	\$365,652	288		\$111,165	\$476,817	
Aug-22	\$93,552	\$132,217	\$130,433	(\$25,317)	\$330,884	291		\$112,323	\$443,207	
Sep-22	\$124,835	\$160,621	\$118,796	(\$69,957)	\$334,294	283	\$0	\$109,235	\$443,529	\$1,363,554 3rd Qtr
Oct-22	\$102,441	\$111,810	\$121,819	(\$65,544)	\$270,526	280		\$108,077	\$378,603	
Nov-22	\$0	\$0	\$0		\$0	0		\$0	\$0	
Dec-22	\$0	\$0	\$0		\$0	0	\$0	\$0	\$0	\$378,603 4th Qtr
Totals	\$1,364,898	\$1,318,575	\$1,186,308	(\$318,304)	\$3,551,476		(\$126,358)	\$1,122,845	\$4,547,963	
% Of Total	30.01%	28.99%	26.08%	-7.00%	78.09%		-2.78%	24.69%	100.00%	

2022 BUDGET			
Expected Cost \$4,906,586			
Comp To Budg		Surp/(Def) YTD	
	Budget	Surp/(Def)	
Jan-22	\$408,882	(\$85,148)	(\$85,148)
Feb-22	\$408,882	(\$123,665)	(\$208,814)
Mar-22	\$408,882	\$44,591	(\$164,222)
Apr-22	\$408,882	(\$19,005)	(\$183,228)
May-22	\$408,882	(\$79,793)	(\$263,021)
Jun-22	\$408,882	(\$89,493)	(\$352,513)
Jul-22	\$408,882	(\$67,935)	(\$420,448)
Aug-22	\$408,882	(\$34,325)	(\$454,773)
Sep-22	\$408,882	(\$34,647)	(\$489,420)
Oct-22	\$408,882	\$30,279	(\$459,141)
Nov-22	\$0	\$0	(\$459,141)
Dec-22	\$0	\$0	(\$459,141)

Eaton County
All: Blue Cross Claims Analysis -- January 1, 2022 Through December 31, 2022
EATON COUNTY RETIREES

Worst Case Scenario:

Contracts at Renewal	145
Adm Fee	\$64.75
Specific and Aggregate Stop Loss*	\$321.24
Attachment Point	\$14,306.00

* Specific Deductible Is: \$55,000

Date	Blue Cross	Blue Shield	Drug	Stop Loss	Medical Total	Contracts	Qtr Adj	Fixd Costs	Amount Pd	Qtrly Totals
Jan-22	\$217,243	\$14,276	\$67,005	(\$116,041)	\$182,483	149		\$57,513	\$239,996	
Feb-22	\$16,281	\$22,501	\$64,705	(\$93)	\$103,395	150		\$57,899	\$161,293	
Mar-22	\$64,536	\$25,210	\$74,794	(\$1,038)	\$163,502	151	(\$36,352)	\$58,284	\$185,435	\$586,724 1st Qtr
Apr-22	\$55,832	\$29,579	\$76,253		\$161,664	152		\$58,670	\$220,334	
May-22	\$18,897	\$16,471	\$70,909		\$106,276	152		\$58,670	\$164,947	
Jun-22	\$68,087	\$16,802	\$77,075	(\$3,908)	\$158,056	153	(\$28,898)	\$59,056	\$188,214	\$573,496 2nd Qtr
Jul-22	\$51,516	\$21,715	\$75,269	(\$8,026)	\$140,473	153		\$59,056	\$199,530	
Aug-22	\$29,823	\$20,338	\$69,439	(\$18,986)	\$100,615	152		\$58,670	\$159,286	
Sep-22	\$37,279	\$18,781	\$69,563	(\$15,980)	\$109,643	152	\$0	\$58,670	\$168,313	\$527,129 3rd Qtr
Oct-22	\$17,966	\$18,687	\$59,104	(\$5,591)	\$90,165	153		\$59,056	\$149,222	
Nov-22	\$0	\$0	\$0		\$0	0		\$0	\$0	
Dec-22	\$0	\$0	\$0		\$0	0	\$0	\$0	\$0	\$149,222 4th Qtr
Totals	\$577,459	\$204,360	\$704,116	(\$169,663)	\$1,316,273		(\$65,249)	\$585,547	\$1,836,570	
% Of Total	31.44%	11.13%	38.34%	-9.24%	71.67%		-3.55%	31.88%	100.00%	

<u>2022 BUDGET</u>			
Expected Cost \$2,022,250			
Comp To Budg		Surp/(Def) YTD	
Budget	Surp/(Def)		
Jan-22	\$168,521	(\$71,475)	(\$71,475)
Feb-22	\$168,521	\$7,228	(\$64,247)
Mar-22	\$168,521	(\$16,914)	(\$81,162)
Apr-22	\$168,521	(\$51,814)	(\$132,975)
May-22	\$168,521	\$3,574	(\$129,401)
Jun-22	\$168,521	(\$19,693)	(\$149,095)
Jul-22	\$168,521	(\$31,009)	(\$180,103)
Aug-22	\$168,521	\$9,235	(\$170,868)
Sep-22	\$168,521	\$207	(\$170,661)
Oct-22	\$168,521	\$19,299	(\$151,362)
Nov-22	\$0	\$0	(\$151,362)
Dec-22	\$0	\$0	(\$151,362)

Eaton County
All: Blue Cross Claims Analysis -- January 1, 2022 Through December 31, 2022
BEDHD ACTIVE EMPLOYEES AND RETIREES

Worst Case Scenario:

Contracts at Renewal	30
Adm Fee	\$64.75
Specific and Aggregate Stop Loss*	\$321.24
Attachment Point	\$14,306.00

* Specific Deductible Is: \$55,000

Date	Blue Cross	Blue Shield	Drug	Stop Loss	Medical Total	Contracts	Qtr Adj	Fixd Costs	Amount Pd	Qtrly Totals
Jan-22	\$4,450	\$6,572	\$7,107	\$0	\$18,129	30		\$11,580	\$29,708	
Feb-22	\$41,903	\$11,024	\$11,664	\$0	\$64,591	31		\$11,966	\$76,557	
Mar-22	\$6,650	\$22,899	\$11,206	\$0	\$40,755	32	(\$7,704)	\$12,352	\$45,403	\$151,669 1st Qtr
Apr-22	\$9,020	\$12,118	\$10,272	\$0	\$31,410	32		\$12,352	\$43,762	
May-22	\$27,334	\$10,805	\$8,717	\$0	\$46,856	30		\$11,580	\$58,436	
Jun-22	\$8,615	\$11,704	\$10,706	(\$1,863)	\$29,162	31	(\$5,855)	\$11,966	\$35,272	\$137,470 2nd Qtr
Jul-22	\$23,737	\$15,235	\$8,864	(\$3,978)	\$43,859	31		\$11,966	\$55,824	
Aug-22	\$43,020	\$20,974	\$10,648	(\$11,280)	\$63,362	33		\$12,738	\$76,099	
Sep-22	\$10,825	\$19,563	\$10,827	(\$17,005)	\$24,210	37	\$0	\$14,282	\$38,492	\$170,416 3rd Qtr
Oct-22	\$11,248	\$19,434	\$9,828	-\$25,676	\$14,833	41		\$15,826	\$30,659	
Nov-22	\$0.00	\$0	\$0	\$0	\$0	0		\$0	\$0	
Dec-22	\$0.00	\$0	\$0	\$0	\$0	0	\$0	\$0	\$0	\$30,659 4th Qtr
Totals	\$186,803.95	\$150,327	\$99,838	(\$59,802)	\$377,168		(\$13,559)	\$126,605	\$490,214	
% Of Total	38.11%	30.67%	20.37%	-12.20%	76.94%		-2.77%	25.83%	100.00%	

<u>2022 BUDGET</u>			
Expected Cost \$480,000			
Comp To Budg		Surp/(Def) YTD	
Budget	Surp/(Def)		
Jan-22	\$40,000	\$10,292	\$10,292
Feb-22	\$40,000	(\$36,557)	(\$26,265)
Mar-22	\$40,000	(\$5,403)	(\$31,669)
Apr-22	\$40,000	(\$3,762)	(\$35,430)
May-22	\$40,000	(\$18,436)	(\$53,866)
Jun-22	\$40,000	\$4,728	(\$49,139)
Jul-22	\$40,000	(\$15,824)	(\$64,963)
Aug-22	\$40,000	(\$36,099)	(\$101,063)
Sep-22	\$40,000	\$1,508	(\$99,555)
Oct-22	\$40,000	\$9,341	(\$90,214)
Nov-22	\$0	\$0	(\$90,214)
Dec-22	\$0	\$0	(\$90,214)



Excess Workers Compensation Quotation Sheet

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 01/01/2023

Insured: County of Eaton
Policy #: EWC005753

Quote Date: 11/15/2022
Quote Expiration Date: 60 Days

POLICY TERMS		QUOTE OPTIONS				
Named States		0242734				
		MI				
SPECIFIC:						
Specific Limit		STATUTORY				
Specific Retention		\$500,000				
Specific Retention - 7720 MI		\$750,000				
EMPLOYERS LIABILITY:						
Employers Liability Limit		\$1,000,000				
Employers Liability Retention		See Specific				
AGGREGATE:						
Aggregate Limit		\$5,000,000				
Rate as a % of Normal Premium		389.51%				
Estimated Aggregate Retention		\$1,309,396				
Minimum Aggregate Retention		\$1,283,208				
Aggregate Loss Limitation		\$500,000				
RATING BASE:						
Est. Annual Payroll		\$32,283,048				
Est. Annual Manual Premium		\$336,165				
Length of Policy (Years)		1.000000				
Est. Policy Normal Premium		\$336,165				
Rate as a % of Normal Premium		22.32%				
PREMIUM:						
Total Est Policy Prd Premium (including Flat Charges)		\$75,032				
Policy Minimum Premium		\$67,529				
Deposit Premium		\$75,032				
Deposit Flat Charge(s)		NA				
<u>Total Deposit Due</u>		\$75,032				
Terrorism Risk Ins Act of 2002 (incl in Total Deposit Due above)		\$2,251				

CONDITIONS / COMMENTS:

* MECC must be notified of any aircraft changes occurring during the policy period.



Endorsement Schedule Quotation

Insurer: Midwest Employers Casualty Company

Policy Effective Date: 01/01/2023

Insured: County of Eaton
Policy #: EWC005753

Quote Date: 11/15/2022
Quote Expiration Date: 60 Days

Quote Option(s) 0242734 Include(s) the following Endorsements:

CMB-1	Amendment to Schedule Item 1
CMB-6-CLS	Amendment to Schedule Item 6
CMB-11	Amendment to Schedule Item 11
CMB-160	Foreign
CMB-199	Policyholder Disclosure Notice of Terrorism Insurance
ISI-254-EXC	Aircraft Exclusion
ISI-266	Endemic Disease and Repatriation
ISI-MI	Michigan

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in the quote for your policy.

As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act.

However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is shown below, and does not include any charges for the portion of losses covered by the United States government under the Act.

Quote Option	<u>0242734</u>
TRIA Charge:	<u>\$2,251</u>

Name of Insurer: Midwest Employers Casualty Company

Name of Insured: County of Eaton



Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Aircraft Exclusion Endorsement

This Policy does not cover any Loss arising out of the ownership, maintenance, operation or use of any aircraft that is leased, owned (in whole or in part) or operated by you, your executive officer(s), director(s), Employee(s), parent company or subsidiary. This exclusion does not apply to regularly scheduled commercial airlines or chartered aircraft.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

ISI-254-EXC (8-13)

Date Printed:



Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 1

Schedule Item 1 is amended to read as follows:

1. Insured:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 11

Schedule Item 11 is amended to read as follows:

11. Classification of Operations:

Total Manual Premium:

(a) Experience Modification Factor:

(b) Other Modification Factor:

Normal Premium:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Amendment to Schedule Item 6

Schedule Item 6 is amended to read as follows:

6. Specific Retention:

Classification	Specific Retention
All Other	

The term "All Other" refers to any class code on the Policy which is not specifically named above.

If an accident involves multiple Employees in separate classifications with different Specific Retentions, then the greatest of the Specific Retentions will apply.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Endemic Disease and Repatriation Endorsement

It is hereby agreed and understood that Endemic Disease coverage is added to this Policy.

A. How This Coverage Applies

1. This coverage applies to bodily injury by disease because of exposure occurring during the Policy Period to a disease endemic to a region outside the United States of America. Bodily injury includes resulting death.
2. The bodily injury by disease must be sustained by an Employee included in the group of Employees described in the listing below that are normally employed by you in a State listed in Schedule Item 3.
3. The bodily injury by disease must occur in the course of employment necessary or incidental to work in a State listed in Schedule Item 3.
4. The bodily injury by disease must occur while the Employee is temporarily working outside of the United States of America for you for less than ninety (90) consecutive days.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The Employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the Policy Period.

B. Our Specific Indemnity

We will indemnify you for Loss paid by you in excess of your Specific Retention for benefits that would be required of you if you and your Employees described in the listing were subject to the Workers' Compensation Law of a State listed in Schedule Item 3.

Loss under this endorsement also shall include those transportation expenses you incur returning the Employee because of the bodily injury (or, in case of death, the Employee's body) to the location where normally employed which exceed the cost of returning the Employee if uninjured.

C. Exclusions

This Endemic Disease Endorsement does not cover:

1. Any obligation imposed by any Workers' Compensation Law or any similar law.
2. Any loss that would have been excluded under Part One of this Policy if your Employees shown under the listing below would have been subject to the Workers' Compensation Law for the applicable State named in Schedule Item 3.

D. Before We Indemnify

Before we indemnify you for Loss paid by you under the terms of this endorsement, the person(s) entitled to the benefits of this insurance must:



Endorsement Effective:

Policy No.:

Named Insured:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to you their right to Recovery from others who may be responsible for the injury or death.
3. Cooperate with you, and do everything necessary to enable you to enforce the right of Recovery from others.

If the person(s) entitled to the benefits of this insurance fail to do these things, our duty to indemnify you ends at once. If they claim damages from you or from us for the injury or death, our duty to indemnify you ends at once.

E. Recovery

All parts of Section K. Recovery of Part Four – Claims, of this Policy will apply.

Listing of Employees

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

Foreign Endorsement

It is hereby agreed and understood that Employers Liability, Section E. Exclusions From Loss, Item 13, is deleted from this policy.

Loss under Part One of this Policy shall include those transportation expenses you incur returning the Employee because of the bodily injury (or, in the case of death, the Employee's body) to the location where normally employed which exceed the cost of returning the Employee if uninjured.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

Endorsement Effective:

Policy No.:

Named Insured:

Michigan Endorsement

This endorsement applies only to coverage provided by this Policy because Michigan is named in Item 3 of the Schedule Page.

Section A. Self-Insurance of the General Section of this Policy is amended to read as follows:

- A. Self-Insurance.** Our obligations under this Policy are subject to the condition that you are, at the inception of this Policy and shall remain until the end of the Policy Period, authorized to operate as a duly qualified self-insurer, in each State named in Schedule Item 3. If, after the inception of this Policy, the authority shown below in Section I. Cancellation of Part Six – Conditions revokes your authorization to operate as a duly qualified self-insurer, this Policy will apply as if you remain a qualified self-insurer.

Section C. Loss of Part One – Workers' Compensation Excess Indemnity is amended to read as follows:

- C. Loss** under Part One of this Policy means the amount actually paid by you, after deduction of any Recovery, for regular benefits provided under the Michigan Workers' Compensation Law in effect on the date the accident or exposure to disease occurs. Loss shall include, but is limited to, 100% of the following payments:
1. Benefit payments made by you as required by the Michigan Workers' Compensation Law;
 2. Benefit payments, as required in the Michigan Workers' Compensation Law that are due and owing to claimants;
 3. Benefit payments made on your behalf as required in the Michigan Workers' Compensation Law, by a surety under a bond or through the use of other security required by the director;
 4. Payments made by the Michigan Self-Insurers' Security Fund; and
 5. Payments for usual and customary claims allocated loss adjustment expenses as listed in Part Four – Claims, Section L. Reimbursable Claim Handling Expense of this Policy.

Item 3 of Section J. Good Faith Claims Handling and Settlements of Part Four – Claims is amended to read as follows:

3. **Settlement Within Your Retention.** If you are presented with an objectively reasonable opportunity to reach a Full and Final Settlement of a Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it. If a Claim is filed in a State that will not allow a Full and Final Settlement, and you are presented with an objectively reasonable opportunity to reach a partial settlement of the Claim within your Retention, and if in the exercise of good faith and sound judgment the Claim should be settled, then you shall settle it.

Section N. Commutation by Mutual Agreement of Part Four – Claims is deleted in its entirety.

Endorsement Effective:

Policy No.:

Named Insured:

Section C. Bankruptcy or Insolvency of Part Six – Conditions of this Policy is amended to read as follows:

- C. Bankruptcy or Insolvency.** Your bankruptcy or insolvency shall not relieve us from the payment of any Loss covered by this Policy. After the Retention shown on the Schedule has been paid, payments shall be made by us as if you had not become bankrupt or insolvent but not in excess of the Specific Limit or the Aggregate Limit shown on the Schedule. Payment shall be made to the Trustee in Bankruptcy or as directed by the Michigan Self-Insurers' Security Fund. We shall never make payments below the Retention shown on the Schedule, nor shall our indemnity obligations under this Policy ever be increased or broaden because of your bankruptcy or insolvency.

Section D. Other Insurance of Part Six – Conditions of this Policy is amended to read as follows:

- D. Other Insurance.** If any other insurance, reinsurance, indemnity agreement or other reimbursement agreement exists protecting you against Loss covered by this Policy, the indemnity coverage afforded under this Policy shall be applied on a pro-rata basis with such other insurance, reinsurance, indemnity agreement or other reimbursement agreement.

Section I. Cancellation of Part Six – Conditions of this Policy is amended to read as follows:

- I. Cancellation.** You may cancel this Policy by giving us and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. We may cancel this Policy by giving you and the authority shown below at least sixty (60) days advance notice by registered mail stating the cancellation date. Our mailing of registered notice to your address shown in Schedule Item 2 will be sufficient proof that we cancelled this Policy.

Michigan Department of Licensing and Regulatory Affairs
Workers' Compensation Agency
Self-Insured Programs
P.O. Box 30016
Lansing, Michigan 48909

If by mutual consent we agree with you to cancel this Policy, we will mail to the authority shown above a copy of the cancellation endorsement that you and we have signed.

If this Policy is cancelled, the Policy Period shall end at 12:01 A.M. on the cancellation date. This Policy does not apply to loss or liability which arises out of bodily injury by accident or bodily injury by disease that occurs after the effective date of such cancellation.

In the event of cancellation of this Policy, Final Premium shall be calculated as set forth in Part Five – Premium, Section C. Final Premium of this Policy.



Endorsement

Endorsement Effective:

Policy No.:

Named Insured:

The following section is added to this Policy:

MCLA Section 500.3008 Requirements

In accordance with the requirements of MCLA Section 500.3008, it is agreed that notice given by or on behalf of the Insured to any authorized agent of the Insurer within this State, with particulars sufficient to identify the Insured shall be deemed to be notice to the Insurer; and it is also agreed that failure to give any notice required to be given by this Policy within the time specified herein shall not invalidate any claim made by the Insured if it shall be shown not to have been reasonably possible to give such notice within the prescribed time and that notice was given as soon as was reasonably possible.

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.



Endorsement Effective:

Policy No.:

Named Insured:

Policyholder Disclosure Notice of Terrorism Insurance Coverage Endorsement

Coverage for acts of terrorism, as defined in the Terrorism Risk Insurance Act as amended, (the "Act"), is included in your Policy. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Act. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Act contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

- A. The portion of your annual premium that is attributable to coverage for acts of terrorism, as defined in the Act is: \$_____ and does not include any charges for the portion of losses covered by the United States government under the Act.

Name of Insurer: Midwest Employers Casualty Company

Policy Number:

Countersigned

MIDWEST EMPLOYERS CASUALTY COMPANY

Authorized Representative

Secretary

President

This endorsement forms part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein. All other terms and conditions of the Policy remain unchanged.

2021-2022 BUDGET

12/13/2022

AS OF September-2022

	2021/2022 AMENDED BUDGET	2021/2022 YEAR TO DATE	2021/2022 ESTIMATED	FAVORABLE (UNFAVORABLE)
REVENUES				
CHILD CARE GRANT	\$ 2,122,564	\$ 2,116,571	\$ 2,116,571	\$ (5,993)
USDA FOOD PROGRAM	\$ 50,000	\$ 41,709	\$ 41,709	\$ (8,291)
PARENT & GOVT REIMBURSEMENT	\$ 70,000	\$ 44,349	\$ 44,349	\$ (25,651)
OTHER COUNTY REIMBURSEMENT	\$ 10,000	\$ 47,625	\$ 47,625	\$ 37,625
PROGRAM REIMBURSEMENTS	\$ 110,000	\$ 66,894	\$ 66,894	\$ (43,106)
FUND BALANCE-CARRYOVER	\$ 725,000	\$ -	\$ -	\$ (725,000)
TRANSFERS-IN	\$ 775,000	\$ 465,000	\$ 465,000	\$ (310,000)
TRANSFER-IN JUVENILE MILLAGE	\$ 1,445,200	\$ 1,135,200	\$ 1,135,200	\$ (310,000)
TOTAL REVENUES	\$ 5,307,764	\$ 3,917,348	\$ 3,917,348	\$ (1,390,416)
EXPENSES				
YOUTH FACILITY	\$ 2,064,840	\$ 1,767,625	\$ 1,767,625	\$ 297,215
SECURITY SYSTEM T/O PUBLIC IMPROVEMENT	\$ 600,000	\$ 600,370	\$ 600,370	\$ (370)
COMMUNITY BASED TREATMENT	\$ 391,436	\$ 322,081	\$ 322,081	\$ 69,355
DAY TREATMENT PROGRAM	\$ 704,725	\$ 529,448	\$ 529,448	\$ 175,277
IN-HOME CARE	\$ 342,496	\$ 331,967	\$ 331,967	\$ 10,529
LINK	\$ 66,553	\$ 63,436	\$ 63,436	\$ 3,117
OUT OF HOME PLACEMENT	\$ 4,900	\$ -	\$ -	\$ 4,900
INELIGIBLE FOR REIMBURSEMENT	\$ 21,575	\$ 44,868	\$ 44,868	\$ (23,293)
INSTITUTIONAL CARE	\$ 144,000	\$ 158,744	\$ 158,744	\$ (14,744)
STATE/COUNTY WARD CHARGEBACKS	\$ 525,000	\$ 370,711	\$ 370,711	\$ 154,289
PREVENTION PROGRAMS	\$ 442,239	\$ 300,391	\$ 300,391	\$ 141,848
TOTAL EXPENSES	\$ 5,307,764	\$ 4,489,643	\$ 4,489,643	\$ 818,121
EXCESS REVENUE OVER EXPENSE	\$ -	\$ (572,295)	\$ (572,295)	\$ (572,295)
9/30/19 FUND BALANCE	\$ 151,315			
9/30/20 FUND BALANCE	\$ 710,430			
9/30/21 FUND BALANCE	\$ 742,010			
PROJECTED 9/30/22 FUND BALANCE			\$ 169,715	

PAY PERIODS	26.1
MONTH	12
QTR	4

[illegible]

2021/2022 ESTIMATED STATEWARD/COUNTY CHILD CARE PLACEMENT DAYS & COST

MONTH

5

										TOTAL					
MONTH	COUNTY BOARD AND CARE			STATEWARD BOARD AND CARE		Government Benefits			STATEWARD PLACEMENT DAYS						
OCTOBER	326			354					680						
NOVEMBER	356			180					536						
DECEMBER	359			274					633						
JANUARY	392			238					630						
FEBRUARY	345			182					527						
MARCH	404			266					670						
APRIL	272			168					440						
MAY	278			287					565						
JUNE	392			190					582						
JULY	245			322					567						
AUGUST	171			168					339						
SEPTEMBER	223			224					447						
DAYS YTD										-	3,763	2,853	-	-	6,616
COST YTD	\$	-	\$	241,297.83	\$	144,679.47	\$ (15,265.83)	\$	-	\$	370,711.47				
COST PER DAY	\$	-	\$	128.25	\$	101.42	\$ -	\$	-	\$	112.07				
CHARGEBACK RATE	\$	-	\$	64.12	\$	50.71	\$ -	\$	-	\$	56.03				
PROJECTED DAYS										-	9,031	6,847	-	-	15,878
PROJECTED COST	\$	-	\$	241,297.83	\$	144,679.47	\$ (15,265.83)	\$	-	\$	370,711.47				
OCTOBER	13,295.69			24,754.87		(1,811.15)			36,239.41						
NOVEMBER	26,822.02			10,366.65		(1,605.04)			35,583.63						
DECEMBER	27,565.80			17,661.05		(594.54)			44,632.31						
JANUARY	25,477.16			19,472.39		(1,216.58)			43,732.97						
FEBRUARY	21,925.97			14,707.98		(1,361.83)			35,272.12						
MARCH	22,393.01			23,175.40		(1,294.69)			44,273.72						
APRIL	10,584.82			8,353.17		(1,127.62)			17,810.37						
MAY	11,048.59			10,370.12		(760.26)			20,658.45						
JUNE	25,072.95			6,586.54		(3,650.37)			28,009.12						
JULY	19,615.07			4,499.86		(1,272.78)			22,842.15						
AUGUST	16,087.13			2,027.76		(336.47)			17,778.42						
SEPTEMBER	21,409.62			2,703.68		(234.50)			23,878.80						
COST YTD	\$	-	\$	241,297.83	\$	144,679.47	\$ (15,265.83)	\$	-	\$	370,711.47				

Analysis of Program Census				
Youth Facility	Days	Days*Beds	Actual Days	Percent
OCTOBER	31	465	386	83.01%
NOVEMBER	30	450	356	79.11%
DECEMBER	31	465	367	78.92%
JANUARY	31	465	311	66.88%
FEBRUARY	28	420	303	72.14%
MARCH	31	465	366	78.71%
APRIL	30	450	361	80.22%
MAY	31	465	347	74.62%
JUNE	30	450	372	82.67%
JULY	31	465	319	68.60%
AUGUST	31	465	250	53.76%
SEPTEMBER	30	450	267	59.33%
	365	5475	4005	73.15%
Day Treatment				
OCTOBER	21	420	168	40.00%
NOVEMBER	18	360	213	59.17%
DECEMBER	19	380	205	53.95%
JANUARY	20	400	238	59.50%
FEBRUARY	14	280	185	66.07%
MARCH	21	420	301	71.67%
APRIL	20	400	243	60.75%
MAY	21	420	250	59.52%
JUNE	20	400	255	63.75%
JULY	20	400	219	54.75%
AUGUST	23	460	250	54.35%
SEPTEMBER	20	400	217	54.25%
	237	4740	2744	57.89%

Fiscal Year	2021-22
Month	2022-09
Months Remaining	-

Fiscal Year to Date	# of Nights	# of Youth	Costs
Out of State Placement *	222	1	104,280.06
State Wards	2,858	14	144,679.47
Child Care Fund	3,778	19	241,297.83
Total	6,858	34	490,257.36

Average (monthly)	# of Nights	# of Youth	Costs
Out of State Placement *	36	1	21,607.58
State Wards	238	8	12,056.62
Child Care Fund	315	10	20,108.15
Total	589	19	53,772.36

*Placement continues - actual costs through September, 2022
based on billing

PUBLIC IMPROVEMENT FUND
2022/2023

Ways and Means Committee Meeting
December 16, 2022

			ADJUSTMENTS	ADJUSTED		
	2022/2023	BUDGET	& RESERVES	BUDGET	EXPENSES	BALANCE
0001.01.23	Complex - Roof Maintenance	\$ 5,000		\$ 5,000		\$ 5,000
0001.02.23	Complex - Control Upgrade	5,000		5,000		\$ 5,000
0001.03.23	Complex - Concrete	5,000		5,000		\$ 5,000
0001.04.23	Complex - Parking Maintenance	5,000		5,000		\$ 5,000
0756.04.23	Animal Control/Maint. - Parking Lot Paving	20,000	65,000	85,000		\$ 85,000
0911.04.23	Central Dispatch - Parking Lot Paving	20,000	60,000	80,000		\$ 80,000
1033.05.23	Health Dept Clinic Renovation	200,000	195,900	195,900	17,400	\$ 178,500
0001.05.22	Complex - JCI Public Health & Energy		3,679,946	3,679,946	1,339,194	\$ 2,340,752
1025.04.22	Sheriff Bldg - Fire Alarm Upgrade Phase II		160,600	160,600		\$ 160,600
	Jail & Youth Facility Security System		975,966	\$ 975,966	260,775	\$ 715,191
1045.06.21	Technology Services - Generator 2019 (CH)	-	-	-		\$ -
Reserves	Health Dept - Window Upgrade (4th of 5 yrs)	10,000	30,000	40,000		\$ 40,000
	TOTAL PROPOSED EXPENDITURES	\$ 270,000	\$ 5,167,412	\$ 5,237,412	1,617,369	\$ 3,620,043
	225.101.00.970.000					



Construction Breakdown

Eaton County Health Department- Clinical Renovations
1033 Health Care Dr. Charlotte Mi. 48813
Attention: Chad Powers

Clinic Base bid	\$ 255,167.00
Perimeter rooms Flooring /casework base bid	\$ 107,954.00
Added electrical from post bid interview	\$ 2,500.00
Deduct for combining projects to be completed simultaneously	\$ (3,000.00)
added contingency -	\$ 30,000.00
Add for Casework at breakroom, environmental health and lower level Kitchen	\$ 39,975.00
Add for Bond	\$ 8,652.00
 Total for the above	 \$ 441,248.00

Respectfully Submitted,

Dan Walcutt

Dan Walcutt, President
Nielsen Commercial Construction Company Inc.



AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 9th day of December
in the year 2022

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

County of Eaton 38-6004847 Governmental unit

1045 Independence Blvd

Charlotte, Mi. 48813

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Contractor:

(Name, legal status, address and other information)

Nielsen Commercial Construction Company Inc.

4604 holt road

Holt, Mi. 48842

for the following Project:

(Name, location and detailed description)

Barry -Eaton District Health Department Clinic Renovations P

Charlotte Mi.

The Architect:

(Name, legal status, address and other information)

W2 Architecture

3811 Midberry Road

Jackson Mi 49203

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
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7	OWNER
8	CONTRACTOR
9	ARCHITECT
10	CHANGES IN THE WORK
11	TIME
12	PAYMENTS AND COMPLETION
13	PROTECTION OF PERSONS AND PROPERTY
14	CORRECTION OF WORK
15	MISCELLANEOUS PROVISIONS
16	TERMINATION OF THE CONTRACT
17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated 6-1-22, and enumerated as follows:

Drawings: Number	Title	Date
A-001 - A300	Architectural	6-1-22
E100-E 600	Electrical	10-12-22
M100-M400	Mechanical	10-12-22

Specifications:
Section
On drawings

Title

Pages
A,M,E

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
1	10-17	3
2	10-25	1

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement;
and

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

☐

Not later than
the date of commencement.

() calendar days from

☒

By the following date: per mutually agreeable schedule.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

(\$ 441,248.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
Base Bid	255167
Perimeter flooring / casework	107954 + 39975
Added electrical from Post bid interview	2500
Deduct for completing project simultaneousl	(-3000)
Added contingency	30000
Add for bond	8652

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Payment within 15 working days of application minus 10% retainage.

Retainage to be reduced to 5% at 50% completiuon.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Per Nielsen attached certificate	per attached.

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the

extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold

certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

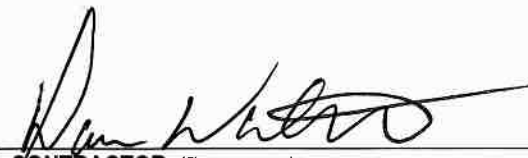
(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER *(Signature)*

(Printed name and title)



CONTRACTOR *(Signature)*

Dan Walcutt- President

(Printed name and title)

LICENSE NO.:

JURISDICTION:



NIELCOM-01

SDEWITT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER David Chapman Agency, Inc. P.O. Box 30109 Lansing, MI 48909	CONTACT NAME: Sue DeWitt		
	PHONE (A/C, No, Ext): (517) 319-8232	FAX (A/C, No): (517) 321-9443	
	E-MAIL ADDRESS: sdewitt@davidchapmanagency.com		
INSURED Nielsen Commercial Construction Company P.O. Box 7 Holt, MI 48842	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : FCCI Insurance Group		10178
	INSURER B : National Trust Insurance Co		20141
	INSURER C : Monroe Guaranty Insurance Co		32506
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			CPP100044218-02	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CA100012648-04	4/1/2022	4/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			UMB100024790-03	4/1/2022	4/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0100068578	4/1/2022	4/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Eaton County Health Department Renovations

Eaton County and DLZ Michigan, Inc. are additional insured on general liability per form CGL084

CERTIFICATE HOLDER

CANCELLATION

Eaton County
1045 Independence Blvd
Charlotte, MI 48813

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Schedule of American Rescue Plan (ARP) Act requests/allocations

12/16/2022

	Requested	No Action	Allocated/ Pending	Premium Pay	Public Health	Broadband	Revenue Loss
Board of Commissioners							
Broadband Survey	52,000		52,000			52,000	
Broadband access/adoption expansion	-		2,674,266			2,674,266	
Retention and Recruitment program							
Public Safety	750,000		550,000	750,000			
Non Public Safety (from revenue loss)							
Revenue Loss	10,000,000		6,965,000				6,765,000
FY2021/2022	(1,860,000)		1,860,000				1,860,000
Jail Security	(625,000)		625,000				625,000
Non-public safety retention & recruitment	550,000		550,000				750,000
Public Health and Energy	4,900,000		4,900,000		4,900,000		
County Retention and Recruitment program extension	1,565,000		1,565,000	1,565,000			
Sheriff							
Recruitment and Retainment proposal (8/4/2022)	2,200,000	2,200,000					
Controller Administrator							
Additional operational expenditures (Employee testing/safety protocols/PPE)	742,000		742,000		742,000		
Off-schedule payments - Premium Pay	300,000		300,000	300,000			
Reconsider Additional Personnel requests (PA & Trial Court)	175,000	175,000					
County Treasurer							
Foreclosure Prevention Program	250,000	-					
CACS Foreclosure Prevention Program	125,000		125,000				
Barry-Eaton District Health Department							
Back-up generator	500,000	500,000					
On-site sewage system replacement subsidy program	100,000	100,000					
Eaton County Drain Commissioner							
Bentley & DePue contribution	675,000	675,000					
Resolution Services Center							
Mediation Program	40,000	40,000					
Eaton Area Senior Center							
Pandemic revenue losses	189,000	189,000					
Emergency Medical Services	3,000,000	3,000,000					
Court Appointed Special Advocates							
Operational grant funding reductions	No amount given	-	-				
Healing and Recovery Center							
Additional operational expenditures (Employee testing/safety protocols/PPE)	No amount given	-					
21,418,266	25,563,000	6,879,000	20,908,266	2,615,000	5,642,000	2,726,266	10,000,000
Total Allocated/Pending			510,000				
Pending			-				
Net			510,000				



EATON COUNTY CONTROLLER/PERSONNEL

1045 Independence Blvd
Charlotte, MI 48813

(517) 543-2122
(517) 543-3331 Fax

John F. Fuentes, CPA
Controller/Administrator

Connie L. Sobie
*Deputy
Controller/Administrator*

TO: Ways and Means Committee

FROM: John Fuentes, Controller/Administrator

SUBJECT: Short-Term Retention and Recruitment Premium Program Extension

DATE: December 16, 2022

The Committee has at times expressed interest in continuing the short-term (temporary) recruitment and retention premium program utilizing a portion of the County's American Rescue Plan Act (ARPA) allocation. It is recommended that, should the program be continued, certain modifications should be considered to ensure the program meets its stated intent.

Revisions

It is recommended that the frequency employees receive the program benefits, on a semi-annual basis, and eligibility will only be considered at the completion of each semi-annual period.

Given continued and increased difficulty with recruiting and retaining certain employees, consideration should be given to increasing the program amount for the positions of: Deputy, Corrections Deputy, Sheriff Command Officers and Youth Specialist, to \$5,000.

Budget amendment

To continue the modified program as proposed an amendment to allocate \$1,565,000 of the County's ARPA allocation to fund the twelve-month program is necessary and has been included with the FY22-23 Budget Amendments for the Committee's consideration.

Personnel Policy Revision

Proposed language to update the dates contained Section 4 to Article 15 of the personnel policy to incorporate the provisions of the program is recommended for approval. The proposed language incorporates the parameters of the program in to policy through January 31, 2024, with the following general parameters:

All current full-time and regular part-time employees effective February 1, 2023 will be eligible to receive a semi-annual retention premium stipend in addition to their currently authorized or contractual salary of \$1,500, if they remain employed through July 28, 2023 and through January 31, 2024.

All full-time and regular part-time employees hired after February 1, 2023 will be eligible to receive a retention premium stipend upon completing six months of employment and one year of employment.

The program continuation also includes provisions for other employee classifications as described in the personnel policy.

Letters of Understanding to continue the program with similar provisions for all of the County's represented employee groups have been agreed to by union representatives.

The Eaton County Broadband Communication Action Team received a total of 6 proposals from internet services providers (ISPs) to increase the accessibility of reliable internet connectivity throughout Eaton County. Proposals were received from the following ISPs.

ACD.NET

AT&T

Comcast

HomeWorks

Mercury Broadband

Midwest Energy

Proposals were reviewed and scored individually by nine members of the Eaton County Broadband Communication Action Team. Upon review of the proposals, the team came to a consensus that the proposal submitted by ACD.NET would move forward as the recommendation. ACD.NET submitted 7 different bids zone covering various geographic regions of Eaton County identified as having less than 100 Mbps down / 20 Mbps up internet speeds.

As part of the selection process, the team selected 3 of the 7 proposed bids zones to move forward as the recommendation. Bids zone identified by ACD.NET as Carmel Township, West, and South East were selected be viable to move forward as a recommendation. These three bid zones account for a total of 2,134 addresses identified as having less than 100 Mbps down / 20 Mbps up internet speeds. This accommodates at total of 35.88% of the total addresses identified as being classified as underserved/unserved. The major contributing factor to selecting 3 of the 7 proposed bid zones was related to maximizing the leverage provided by utilizing available matching American Rescue Plan Act (ARPA) dollars as matching funds in pursuit of a Realizing Opportunity Infrastructure Network (ROBIN) grant. The total cost of the recommended 3 bid zone project is estimated at a total cost of \$14,405,250.00. These costs are broken down as the following:

\$2,881,050.00	Total Internet Service Provider Capital Investment
\$2,881,050.00	Total local funding commitments
<u>\$8,643,150.00</u>	Total ROBIN Grant Fund Dollars to be applied for in partnership with ACD.NET
\$14,405,250.00	Total Cost of three proposed ACD.NET bid zones.

Moving forward, the Eaton County Broadband Communication Action Team will be working with ACD.NET to start the ROBIN grant application process. At this time, the team is being advised that the ROBIN grant application process will open in early January, 2023. Upon opening, the application window will remain open for 60 days. The timeline of the review and award process for submitted grant applications is undetermined at this time. The Michigan High Speed Internet Office has a virtual meeting scheduled for December 15th, 2022 to share further details of the grant application process.

Vendor Bid Zone	Selected Bid Zones			ACD.NET North West	ACD.NET North East	ACD.NET East	ACD.NET South West	Totals
	ACD.NET Carmel Twp	ACD.NET West	ACD.NET South East					
Road Miles	55.22	90.04	32.41	120.00	36.45	50.85	75.59	460.56
Number of Targeted Addresses	729	1009	396	826	364	343	523	4190
Grant or funding already awarded	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Internet Service Provider Capital Investment	\$900,300.00	\$1,458,600.00	\$522,150.00	\$1,902,900.00	\$582,750.00	\$798,750.00	\$1,187,850.00	\$7,353,300.00
ARPA Funding Requested from Eaton County	\$900,300.00	\$1,458,600.00	\$522,150.00	\$1,902,900.00	\$582,750.00	\$798,750.00	\$1,187,850.00	\$7,353,300.00
Additional Funding Needed	\$2,700,900.00	\$4,375,800.00	\$1,566,450.00	\$5,708,700.00	\$1,748,250.00	\$2,396,250.00	\$3,563,550.00	\$22,059,900.00
Source of Additional Funding	ROBIN, BEAD	ROBIN, BEAD	ROBIN, BEAD	ROBIN, BEAD	ROBIN, BEAD	ROBIN, BEAD	ROBIN, BEAD	
Total Cost to Build	\$4,501,500.00	\$7,293,000.00	\$2,610,750.00	\$9,514,500.00	\$2,913,750.00	\$3,993,750.00	\$5,939,250.00	\$36,766,500.00
Total Unserved and Underserved Addresses Identified In Eaton County Broadband Study	5947							
Total Targeted Addresses of Proposed Project	2134	35.88%						Note: There were a total of 5,947 addresses identified as qualifying for this project in Eaton County.
Total Internet Service Provider Capital Investment	\$2,881,050.00	20.0%						
Total ARPA Funding Requested from Eaton County	\$2,881,050.00	20.0%						
Total ROBIN Grant Fund Dollars Being Requested	\$8,643,150.00	60.0%						
	\$14,405,250.00							

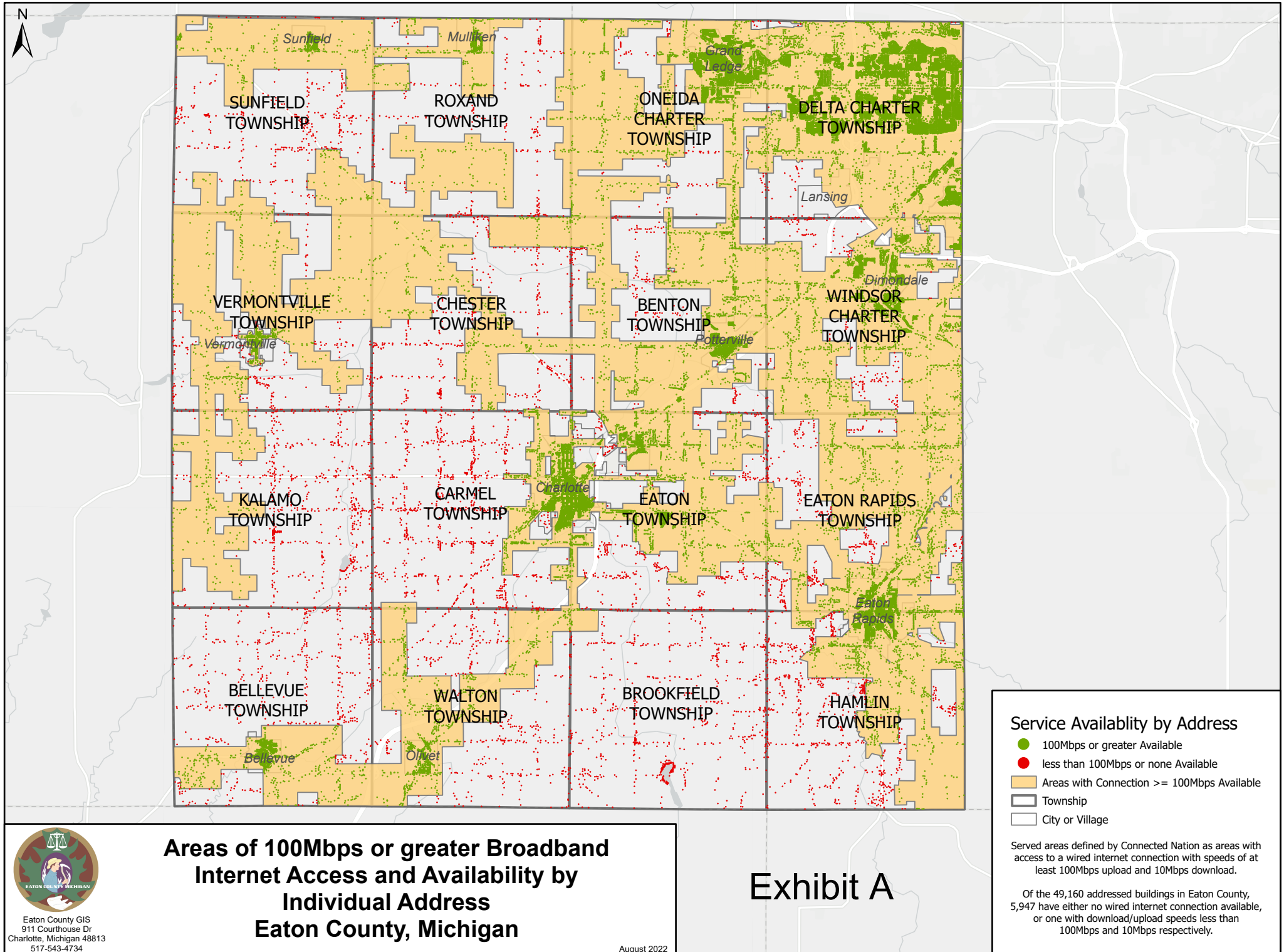
Notes: Realizing Opportunity with Broadband Infrastructure Networks (ROBIN)
Broadband Equity, Access, and Deployment (BEAD) Program
American Rescue Plan Act (ARPA)

Vendor	AT&T	Comcast	Mercury Broadband	Midwest Energy	Midwest Energy	HomeWorks	HomeWorks
Bid Zone	Undefined	All Unserved	All Unserved	A - Walton, Brookfield, Hamlin	Bellevue, Kalamo	A. North	B. West
Road Miles	0.00	350.00	527.93	43.00	114.00	54.8	130.9
Number of Targeted Addresses	983	3255	4406	554	908	433	1207
Grant orFunding Already Awarded	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Internet Service Provider Capital Investment	\$0.00	\$9,541,883.00	\$7,801,473.51	\$874,900.00	\$2,036,750.00	\$990,609.00	\$2,406,926.00
Funding Requested from Eaton County	\$2,630,923.00	\$0.00	\$7,801,473.50	\$2,624,700.00	\$6,110,250.00	\$2,971,826.00	\$7,220,777.00
Additional Funding Needed	\$0.00	\$10,337,040.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Source of Additional Funding	Robin, BEAD, Eaton, Carmel	Robin, BEAD, Eaton, Carmel	N/A	N/A	N/A	N/A	N/A
Total Cost to Build	\$2,630,923.00	\$19,878,923.00	\$15,602,947.01	\$3,499,600.00	\$8,147,000.00	\$3,962,434.00	\$9,627,703.00

Vendor
Bid Zone
Road Miles
Number of Targeted Addresses
Grant orFunding Already Awarded
Internet Service Provider Capital Investment
Funding Requested from Eaton County
Additional Funding Needed
Source of Additional Funding
Total Cost to Build

Comcast
Carmel
52.00
764
\$0.00
\$1,889,466.00
\$0.00
\$1,233,618.00
Robin, BEAD, Eaton, Carmel
\$3,123,084.00

Midwest Energy
Carmel
70.00
645
\$0.00
\$1,249,187.50
\$3,747,562.50
\$0.00
N/A
\$4,996,750.00



Areas of 100Mbps or greater Broadband Internet Access and Availability by Individual Address Eaton County, Michigan

Exhibit A

Eaton County

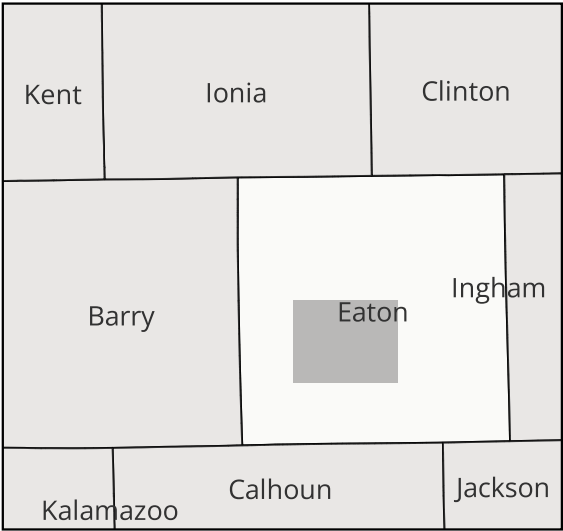
Broadband Wired Infrastructure
Expansion



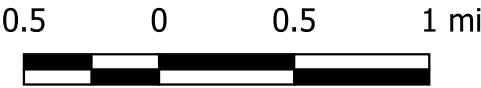
Bid Zone ID: Carmel
Road miles: 55.22
Addresses: 729

Legend

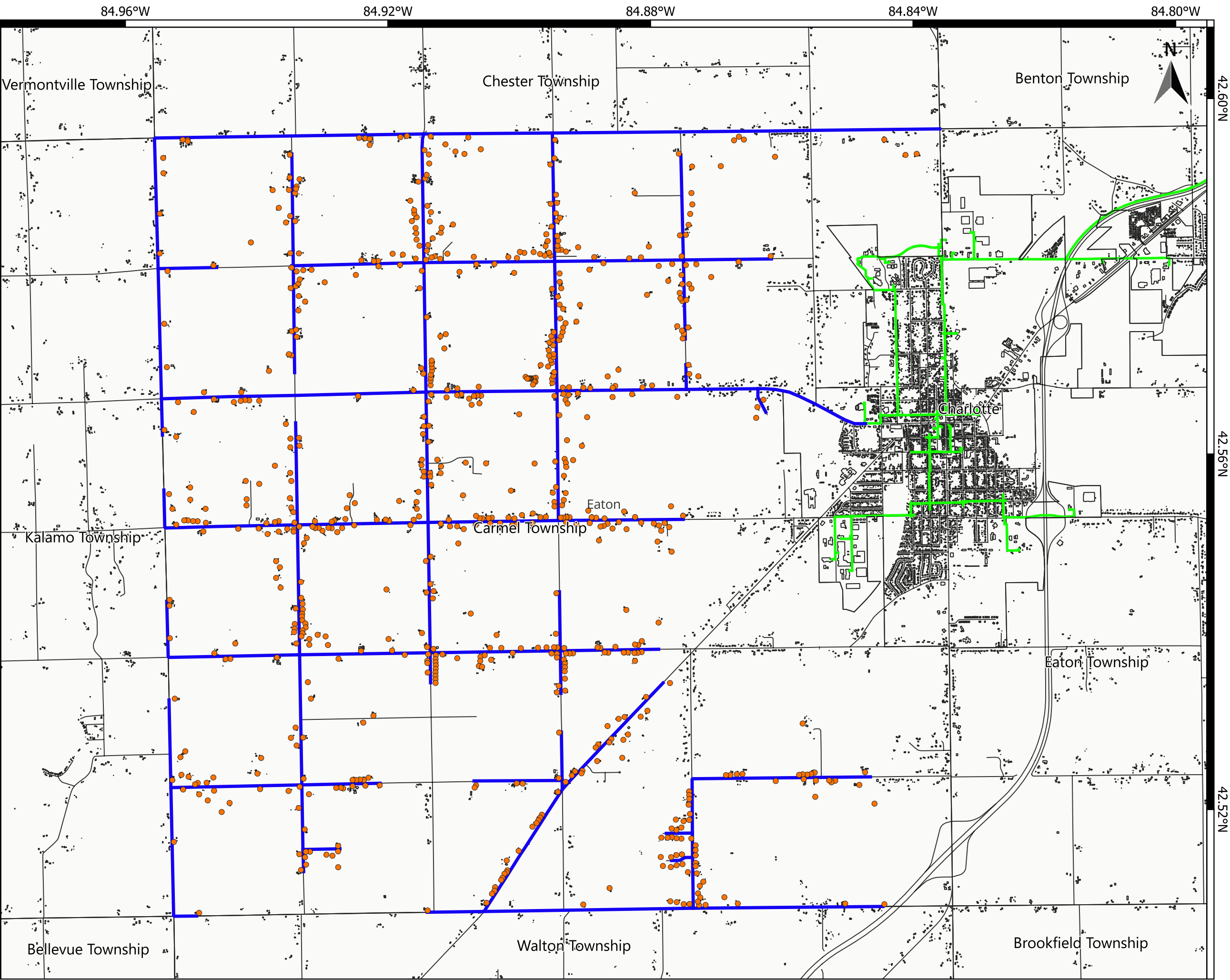
- Target Address ●
- Proposed Fiber —
- ACD Network —



Scale 1:45,000



Geographical Coordinate System
Datum: WGS 84 - EPSG 4326



Eaton County

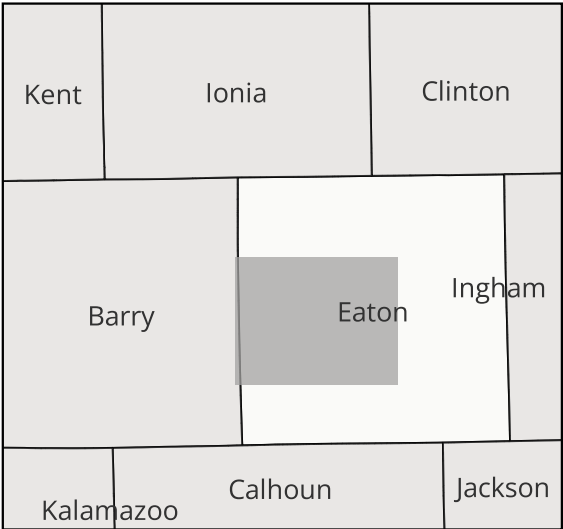
Broadband Wired Infrastructure
Expansion



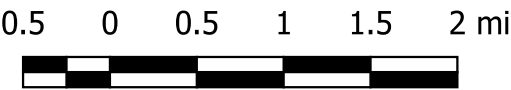
Bid Zone ID: West
Road miles: 90.04
Addresses: 1009

Legend

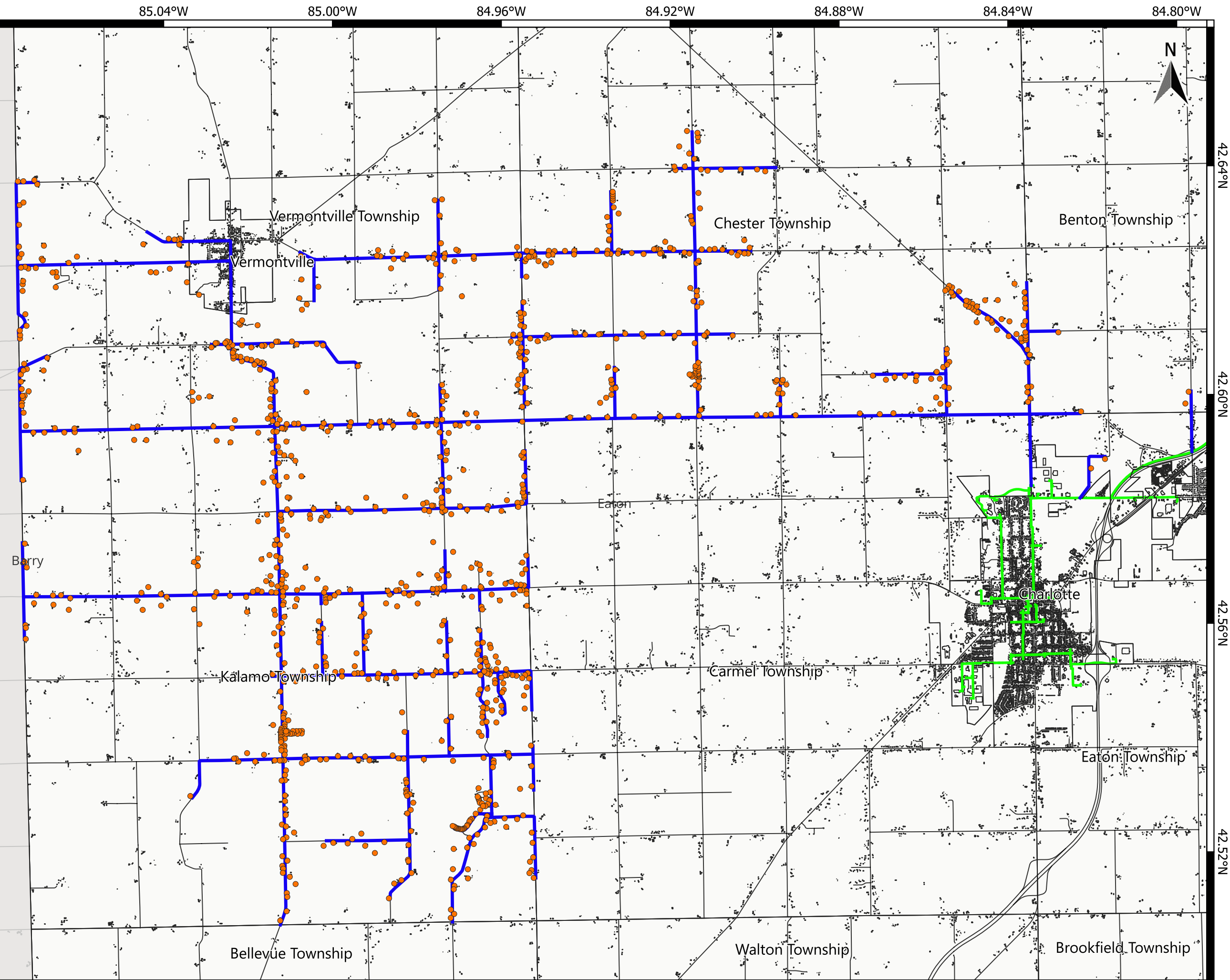
- Target Address
- Proposed Fiber
- ACD Network



Scale 1:70,000



Geographical Coordinate System
Datum: WGS 84 - EPSG 4326



Eaton County

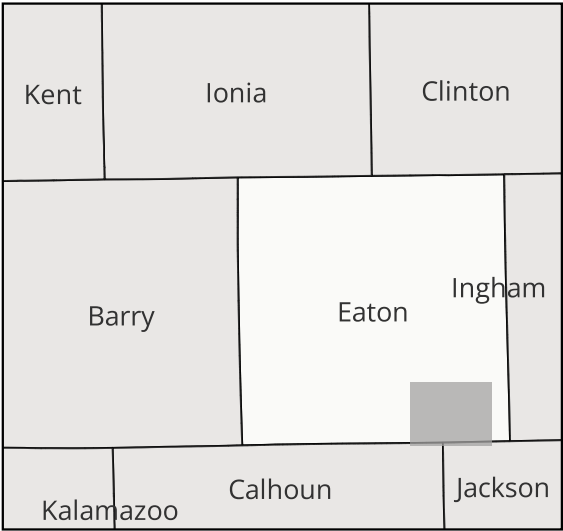
Broadband Wired Infrastructure
Expansion



Bid Zone ID: SouthEast
Road miles: 32.41
Addresses: 296

Legend

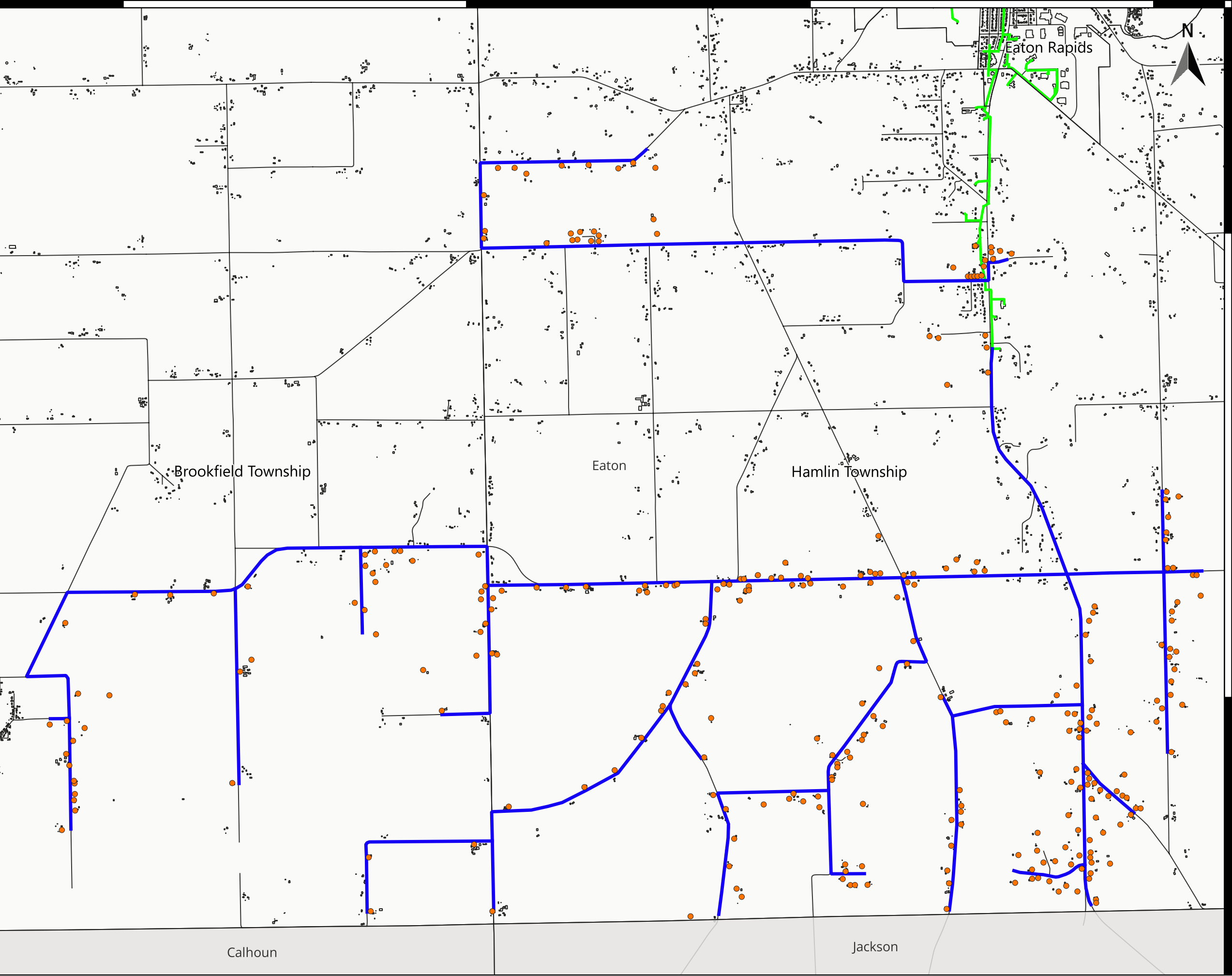
- Target Address
- Proposed Fiber
- ACD Network



Scale 1:35,000



Geographical Coordinate System
Datum: WGS 84 - EPSG 4326



EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 21, 2022

RESOLUTION TO APPROVE 2022/2023 BUDGET AMENDMENTS

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County 2022/2023 Appropriations Act of September 21, 2022 states that any amendment to increase a salary and/or a Capital Outlay line-item in excess of \$2,500.00 or any amendment to increase the total budget of any fund or department in excess of \$2,500.00 shall be amended by the Board of Commissioners, except that any amendment to decrease the General Fund Contingency shall be approved by the Board of Commissioners; and

WHEREAS, such amendments are needed in order to comply with the Uniform Budgeting and Accounting Act of 1978, P.A. 621.

NOW, THEREFORE BE IT RESOLVED, that the following budget amendments be approved and added to the 2022/2023 Eaton County Budget:

GENERAL FUND

SHERIFF 301.01

Increase	Salaries-Temporary	\$ 60,000
Decrease	Fund Balance Carryover	\$ 60,000

To increase total budget for the implementation of a Cadet program for the Sheriff's Office and amend the Position Allocation List to add six (6) Sheriff Cadets as described in the program overview recommended by the Public Safety Committee.

SPECIAL REVENUE FUNDS

PUBLIC IMPROVEMENT FUND 225

Increase	Capital Improvements	\$ 296,833
Increase	Transfers In – Barry-Eaton Health Department	\$ 296,833

To increase budget for Barry-Eaton District Health Department share of Charlotte Health Clinic renovation project.

PARKS AND RECREATION 208

Decrease	Gate Fee Revenue - Fitzgerald	\$ 61,000
Decrease	Gate Fee Revenue – Fox	\$ 15,000
Increase	SPARK Grant matching funds	\$100,000
Increase	Property Tax Revenue	\$176,000

To recognize parks millage revenue to provide matching funds for MDNR SPARK grant application and funds to offset adopted revenue for the elimination of motor vehicle entry fees as recommended by the Public Works and Planning Committee.

AMERICAN RESCUE PLAN 282

Increase	Federal Revenue – Broadband Expansion	\$2,674,288
Increase	Federal Revenue – Retention & Recruiting	\$1,565,000
Increase	Capital Outlay	\$2,674,288
Increase	Salaries and Fringe Benefits	\$1,565,000

To recognize federal rescue plan revenue for County participation in a State Realizing Opportunities in Broadband Infrastructure Networks (ROBIN) grant application with Broadband partner and the extension to the modified short-term employee recruitment and retention program.

December 16, 2022

WAYS AND MEANS COMMITTEE

Eaton County Building Authority - 3 year term

VACANT

12/31/24

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 21, 2022

**RESOLUTION ESTABLISHING
COMMISSIONER COMPENSATION AND MILEAGE REIMBURSEMENT AND
COMPENSATION FOR NON-COMMISSIONER MEMBERS OF APPOINTED
COMMITTEES AND COMMISSIONS, TO BE EFFECTIVE JANUARY 1, 2023**

Introduced by the Ways and Means Committee

WHEREAS, the Board of Commissioners is empowered to determine its own compensation, as well as non-commissioner members of various other committees, commissions and agencies; and

WHEREAS, the Board of Commissioners is desirous of revising that compensation.

NOW, THEREFORE, BE IT RESOLVED, that commencing January 1, 2023, members of the Board of Commissioners shall receive an annual salary, payable monthly, as stated below:

1. The Chairperson of the Board of Commissioners shall receive an \$8,978.00 per year salary.
2. The Vice-Chairperson of the Board of Commissioners shall receive an \$8,123.00 per year salary and is not entitled to any additional compensation as stated in #3 below.
3. The Chairperson of the Ways and Means Committee shall receive an \$8,123.00 per year salary.
4. All other Commissioners shall receive \$7,743.00 per year salaries; and

BE IT FURTHER RESOLVED, that provided that the following payments are not prohibited by statute, each Eaton County Commissioner shall receive, in addition to their annual salary, a \$35.00 per meeting payment. The ~~\$35.00~~ \$70.00 payment is applicable for attendance at Board of Commissioners meetings, Board of Commissioners Committee meetings, or to any meeting attended by an Eaton County Commissioner when he/she is appointed by the Board of Commissioners or the Chairperson to that board or agency or is instructed to attend a meeting by the Board of Commissioners or by the Chairperson; and

BE IT FURTHER RESOLVED, that if a Commissioner attends a meeting to which they are entitled per meeting payment and mileage and if that meeting provides a per meeting payment and mileage, separate from the County's payment system, they shall be compensated through that agency's procedures in lieu of payment from the County; and

BE IT FURTHER RESOLVED, that non-commissioner members of committees, commissions or agencies who are appointed by the Board of Commissioners, shall receive a payment of ~~\$35.00~~ \$70.00 per meeting, provided that those payments are not prohibited by statute; and

BE IT FURTHER RESOLVED, that if a non-commissioner attends a meeting to which they are entitled per meeting payment and mileage and if that meeting provides a per meeting payment and mileage, separate from the County's payment system, they shall be compensated through that agency's procedures in lieu of payment from the County; and

BE IT FURTHER RESOLVED, that individuals who have served as an Eaton County Commissioner for at least twenty-five years are eligible for health insurance coverage paid for by the County. These individuals will be eligible as they continue their service as a Commissioner and after they are no longer active as a Commissioner. The health insurance coverage is provided in accordance with the Eaton County Personnel Policy (effective January 1, 2007), Article 1, Insurance, Section 2, Health Insurance-Retirees. All other Commissioners shall be eligible to be covered under the County's health insurance program by paying for the coverage; and

BE IT FURTHER RESOLVED, that the Commissioners shall receive mileage reimbursement at the most current allowable rate set by the Internal Revenue Service for travel to meetings other than those held at the Eaton County Complex; and

BE IT FURTHER RESOLVED, that all prior resolutions of this Board on this subject are repealed effective January 1, 2023.

CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE DECEMBER 9, 2022

FUND#	DEPT#	DEPARTMENT	AMOUNT
101	123.002	PREPAID MMRMA INSURANCE	\$ 182,206.25
101	101	BOARD OF COMMISSIONERS	\$ 4,605.50
101	281.31	CIRCUIT COURT	\$ 18,252.71
101	281.36	DISTRICT COURT	\$ 5,276.82
101	281.41	FRIEND OF THE COURT	\$ 100.00
101	281.48	PROBATE COURT	\$ 6,024.40
101	281.49	JUVENILE COURT	\$ 18,263.29
101	172	CONTROLLER	\$ 79,825.33
101	215.00	COUNTY CLERK	\$ 4,717.17
101	215.07	ELECTIONS	\$ 3,500.00
101	228	TECHNOLOGY SERVICES	\$ 8,910.00
101	253	COUNTY TREASURER	\$ 275.00
101	265	BUILDING AND GROUNDS	\$ 14,891.35
101	296.29	PROSECUTING ATTORNEY	\$ 2,857.07
101	296.32	ECONOMIC CRIME UNIT	\$ 85.00
101	301.01	SHERIFF DEPARTMENT	\$ 27,574.82
101	301.03	SHERIFF DELTA	\$ 32,916.46
101	301.43	ANIMAL CONTROL	\$ 2,767.81
101	301.51	SHERIFF CORRECTIONS	\$ 19,557.44
101	648	MEDICAL EXAMINER	\$ 29,101.82
101	689	VETERANS	\$ 3,126.88
101	721	COMMUNITY DEVELOPMENT	\$ 16.25
228	528	RESOURCE RECOVERY	\$ 78.00
223	721	COMMUNITY DEVELOPMENT	\$ 5,121.25
225	101.00	PUBLIC IMPROVEMENT	\$ 133,933.51
249	371	CONSTRUCTION CODE	\$ 1,113.95
256	711.00	REGISTER OF DEEDS	\$ 170.00
260	299	PUBLIC DEFENDER	\$ 19,389.76
261	325	CENTRAL DISPATCH	\$ 8,882.76
292	356	YOUTH FACILITY	\$ 342.98
226	228	COMPUTER FUND	\$ 92,590.31
595	301.51	COMMISSARY	\$ 352.50
720	301	SHERIFF DONATIONS	\$ 53.99
		GRAND TOTAL	\$ 726,880.38

CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE DECEMBER 9, 2022
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
101	040.801	STORM WATER IMPCT FEE REC'V	\$ 30,972.96
101	123.000	PREPAID EXPENSES	\$ 3,480.93
101	123.004	PREPAID EXPENSE-TELEPHONE	\$ 301.14
101	123.006	PREPAID EXPENSE-POSTAGE/PRESORT	\$ 120.88
101	276	RECEIPTS REFUNDABLE	\$ 155.00
101	276.001	RECEIPTS REFUNDABLE - ECU	\$ 28,948.70
101	276.002	RECEIPTS REFUNDABLE - ECU - MDHHS	\$ 1,593.00
101	101.101	BOARD OF COMMISSIONERS	\$ 1,760.63
101	281.31	CIRCUIT COURT	\$ 15,064.96
101	281.36	DISTRICT COURT	\$ 10,921.47
101	281.41	FRIEND OF THE COURT	\$ 661.70
101	281.48	PROBATE COURT	\$ 5,615.34
101	281.49	JUVENILE COURT	\$ 5,075.08
101	281.5	CIRCUIT COURT PROBATION	\$ 202.82
101	172	CONTROLLER	\$ 6,373.70
101	215.07	ELECTIONS	\$ 7,286.10
101	215	COUNTY CLERK	\$ 291.19
101	228	INFORMATION SYSTEMS	\$ 5,377.37
101	253	COUNTY TREASURER	\$ 690.38
101	257	EQUALIZATION	\$ 2,242.38
101	265	BUILDING AND GROUNDS	\$ 64,019.52
101	296.29	PROSECUTING ATTORNEY	\$ 2,974.83
101	296.32	ECU	\$ 1,963.75
101	296.35	CRIME VICTIMS	\$ (12.97)
101	711	REGISTER OF DEEDS	\$ 135.07
101	442	DRAIN COMMISSION	\$ 6,806.35
101	301.01	SHERIFF DEPARTMENT	\$ 66,089.14
101	301.03	SHERIFF DELTA	\$ 29,660.81
101	301.51	SHERIFF CORRECTIONS	\$ 86,748.69
101	301.43	ANIMAL CONTROL	\$ 3,666.77
101	689	VETERANS	\$ 343.07
101	689.89	VETERANS RELIEF	\$ 72.02
101	721	COMMUNITY DEVELOPMENT	\$ 777.42
201	449	ROAD COMMISSION	\$ 1,444,573.54
208	751	PARKS ADMINISTRATION	\$ 6,816.76
208	752	FITZGERALD PARKS	\$ 3,844.38
208	753	FOX PARK	\$ 1,013.28
208	754	BELLEVUE	\$ 193.70
208	755	LINCOLN PARK	\$ 154.80
208	756	CRANDELL PARK	\$ 13.48
221	601	HEALTH DEPARTMENT	\$ 701,434.04
228	528	RESOURCE RECOVERY	\$ 5,064.07
228	529	COUNTY PROJECTS	\$ 1,663.43
228	530	LOCAL UNIT GRANT PROJECTS	\$ 13,132.84
236	690	CDBG-HOUSING	\$ 10,543.76
225	101.00.970	CAPITAL OUTLAY	\$ 570,889.65
249	371	CONSTRUCTION CODE	\$ 6,137.64
260	299	PUBLIC DEFENDER	\$ 1,373.20
245	257	REMONUMENTATION	\$ 2,863.64
256	711	REGISTER OF DEEDS - AUTOMATION	\$ 329.04
297	325	911 SURCHARGE	\$ 13,670.36
261	325	CENTRAL DISPATCH	\$ 31,531.82
261	327	911 WIRELESS TRAINING	\$ 2,324.15
261	101.26	EMERGENCY SERVICES	\$ 1,208.62
272	281.38	PRIORITY COURT	\$ 777.80
272	281.40	DRUG COURT-PROGRAM INCOME	\$ 676.96
273	281.38	SOBRIETY COURT	\$ 723.80
273	281.40	DRUG COURT - PROGRAM INCOME	\$ 642.80
274	281.38	SWIFT & SURE SANCTIONS	\$ 400.00

CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE DECEMBER 9, 2022
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
274	281.40	DRUG COURT PROGRAM INCOME	\$ 1,687.50
275	281.38	VETERAN'S COURT	\$ 1,215.00
276	281.52	COMMUNITY CORRECTIONS	\$ 177.41
276	281.53	COMMUNITY CORRECTIONS	\$ 4,980.00
276	281.54	OTHER GROUP SERVICES	\$ 3,654.26
277	301	SHERIFF DEPARTMENT	\$ 7,820.99
278	281.38	DRUG COURT - GRANT FUNDING	\$ 4,209.50
281	301.51	BUILDING BRIDGES DOJ GRANT	\$ 8,503.36
287	301.28	AREA PLANNER	\$ 4,496.82
292	276	RECEIPTS REFUNDABLE	\$ 155.18
292	281.56	YOUTH FACILITY	\$ 23,317.39
292	281.57	INSTITUTIONAL CARE	\$ 14,561.63
292	281.58	COMMUNITY BASED TREATMENT	\$ 535.57
292	281.60	DAY TREATMENT	\$ 4,611.78
292	281.62	IN HOME CARE	\$ 1,112.70
292	281.68	CHILD CARE FUND PREVENTION SERVICES	\$ 42,334.72
293	683	SOLDIERS & SAILORS	\$ 1,200.00
296	281.49	JUVENILE MILEAGE	\$ 31,583.52
226	228	COMPUTER FUND	\$ 394,415.51
512	635	EATON COUNTY HEALTH AND REHABILITATIVE SERVICES	\$ 1,507,558.74
513	253	FORECLOSING GOVERNMENTAL UNIT	\$ 16,112.86
516	253	DELINQUENT TAX REVOLVING FUND	\$ 5,000.00
656	861	EMPLOYER SHARE RETIREMENT	\$ 495,853.75
670	123.000	HEALTH - SELF INSURANCE - PREPAID EXPENSES	\$ 763,468.00
670	851.85	HEALTH INS VISION CLAIMS CURRENT EMP	\$ 2,435.85
670	851-86	REIREES HEALTH INS VISION CLAIMS	\$ 186.42
676	852.00	RETIREE HEALTH INSURANCE	\$ 38,159.47
677	871	WORKERS COMPENSATION	\$ 3,731.30
679	853	LIFE & DISABILITY	\$ 4,444.05
680	854	DENTAL INSURANCE	\$ 11,780.20
690	20X0 300.000	BONDS PAYABLE	\$ 256,000.00
690	253.00.993	INTEREST	\$ 927.26
691	20X1 275.000	DUE TO TAXPAYERS TAX OVERPAYMENT	\$ 10,402.65
691	253.00.993	INTEREST	\$ 6,353.71
692	275.000	DUE TO TAXPAYERS OVERPAYMENT	\$ 13.20
701	224.000	DUE TO ROAD COMMISSION	\$ 1,634.54
701	226.010	DUE TO TOWNSHIPS SUNFIELD	\$ 100.00
701	226.090	DUE TO TOWNSHIPS KALAMO TOWNSHIP	\$ 100.00
701	226.100	DUE TO TOWNSHIPS CARMEL TOWNSHIP	\$ 50.00
701	226.120	DUE TO TOWNSHIPS EATON RAPIDS TOWNSHIP	\$ 50.00
701	226.140	DUE TO TOWNSHIPS WALTON TOWNSHIP	\$ 100.00
701	226.150	DUE TO TOWNSHIPS BROOKFIELD TOWNSHIP	\$ 50.00
701	226.160	DUE TO TOWNSHIPS HAMLIN TOWNSHIP	\$ 120.00
701	228-001	DUE TO STATE EDUCATION TAX	\$ 851,929.31
701	228-006	T/A-DUE TO STATE PROBATE COURT SHARED FEES	\$ 3,856.07
701	228-016	T/A-DUE TO STATE PISTOL PERMITS	\$ 7,541.00
701	228-028	T/A-DUE TO STATE PROBATE CRT ORDERED PYMTS	\$ 118.86
701	228-037	T/A-DUE TO STATE CRIME VICTIMS RIGHTS	\$ 2,576.71
701	228-042	T/A-DUE TO STATE STATE COURT FEES	\$ 1,020.00
701	228.044	T/A0DUE TO STATE TRANSFER TAX	\$ 275,981.25
701	228-046	T/A-DUE TO STATE TRAILER COACH PARK SPECIFIC	\$ 2,914.00
701	228-055	T/A-DUE TO STATE DNA SPECIMEN FEE	\$ 124.42
701	228-056	T/A-DUE TO STATE ELECTRONIC FILING FEE	\$ 1,700.00
701	228-057	T/A-DUE TO STATE JUROR COMPENSATION FUND	\$ 225.00
701	228-058	T/A-DUE TO STATE CIVIL FILING FEE FUND	\$ 9,954.00
701	228-059	T/A-DUE TO STATE JUSTICE SYSTEM FUND	\$ 2,591.19
701	228.064	DUE TO STATE FINGERPRINT - OTHER AGENCIES	\$ 1,730.00
701	230.000	DUE TO OTHER GOVERNMENT UNIT	\$ 80.85
701	230.001	DUE TO OTHER GOVERNMENTAL UNIT EATRAN	\$ 272.27

**CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE DECEMBER 9, 2022
IMMEDIATE PAYMENTS**

FUND#	DEPT#	DEPARTMENT	AMOUNT
701	271-002	T/A-RESTITUTION PAYABLE PROBATION	\$ 22,726.56
701	271-004	T/A-RESTITUTION PAYABLE JUVENILE	\$ 2,650.76
701	274.001	UNDISTRIBUTED TAX COLLECTION STATE TAX APPEAL	\$ 7,252.99
701	300-003	T/A-BONDS PAYABLE DRAIN CONTRACT BONDS	\$ 28,940.00
704	221.004	DUE TO CITIES LANSING	\$ 455.01
704	228.002	DUE TO STATE MI WITHHOLDING TAX	\$ 63,256.50
704	229.001	DUE TO FEDERAL GOV'T FED WITHHOLDING	\$ 148,880.58
704	229-002	T/A-PAYROLL DUE TO FED GOVT SS TAXES	\$ 104,411.12
704	229-003	T/A-DUE TO FED GOVT MEDICARE TAXES	\$ 24,418.86
704	231.000	T/A - PAYROLL DEDUCTIONS PAYABLE	\$ 22,829.04
704	231-002	T/A-PAYROLL DEDUCTIONS PAYABLE HGB WELLNESS CTR	\$ 1,312.00
704	231.008	PAYROLL DEDUCTIONS PAYABLE FLEXIBLE SPENDING ACCT	\$ 8,999.40
704	231.009	PAYROLL DEDUCTIONS PAYABLE DEF COMP	\$ 39,481.89
704	231.010	PAYROLL DEDUCTIONS PAYABLE AMERICAN FIDELITY	\$ 1,311.72
704	231.011	PAYROLL DEDUCTION PAYABLE HEALTH CARE SAVING PLAN	\$ 24,690.84
704	231.015	PAYROLL DEDUCTIONS PAYABLE MERS	\$ 130,817.25
704	258.000	ACCRUED TAXES PAYABLE	\$ 128,829.73
720	301	SHERIFF DEPT DONATIONS	\$ 1,081.00
706	281.49	DONATIONS-JUV COURT	\$ 93.46
707	281.56	DONATIONS - YOUTH FACILITY	\$ 2,788.54
801	445	DRAIN FUND	\$ 1,209,265.20
802	101.000	REVOVLING DRAIN FUND - INVENTORY	\$ 3,969.41
851	445.00.996	DRAIN BOND ISSUANCE COSTS	\$ 420,815.94
851	445.00.993	DRAINS INTEREST	\$ 10,449,475.33
CATEGORY		WIRE TRANSFERS	
OTHER AGENCIES			
PAYROLL AND BENEFITS			\$ 1,159,969.79
CONSTRUCTION PAYMENTS			
INVESTMENTS			
		TOTAL WIRE TRANSFERS	\$ 1,159,969.79
GRAND TOTAL IMMEDIATE PAYMENTS			\$ 11,609,445.12

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this 21st day of December, 2022, by the **EATON COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as BOARD) and **CONNIE L. SOBIE** (hereinafter referred to as EMPLOYEE).

WHEREAS, the BOARD has voted to execute an employment contract with the EMPLOYEE to hold the position of County Controller/Administrator; and

WHEREAS, the EMPLOYEE has accepted employment subject to certain terms and conditions.

NOW THEREFORE, for and in consideration of the mutual promises hereinafter contained, both parties freely enter into this Agreement in order to formalize the terms of employment.

1. **TERM OF EMPLOYMENT**

Both parties recognize that employment in this position shall be completely at will and at the pleasure of the BOARD, subject only to the provisions of this Agreement. The EMPLOYEE may be terminated from employment by the BOARD with or without cause.

2. **COMPENSATION**

The annual salary rate of the EMPLOYEE shall be Grade 18, Step 7 of the County Salary and Classification Scale (\$126,006), effective January 17, 2023. Salary adjustments will occur based on the same provision as other non-union administrative employees covered under the County's Personnel Policy Manual. It is agreed between the parties that the EMPLOYEE is exempt from the overtime provisions of the Federal Fair Labor Standards Act and that the EMPLOYEE shall not be entitled to and shall not receive overtime compensation.

3. **FRINGE BENEFITS**

The EMPLOYEE shall be entitled to all fringe benefits provided to administrative non-union employees as provided in the County's Personnel Policy Manual.

4. **TERMINATION**

- (A) The EMPLOYEE is employed at the will and pleasure of the BOARD and may be terminated from employment with or without cause by a two-third (2/3rd) vote of the BOARD. The term of this Agreement shall commence on January 17, 2023 through January 17, 2026, unless terminated earlier by either the BOARD or the EMPLOYEE with or without cause, upon ninety (90) calendar days written notice to the other party. The BOARD may waive the EMPLOYEE'S ninety (90) calendar day notice

requirement. If no reason is given by the BOARD for the termination of this Agreement, the EMPLOYEE shall continue to receive the salary and benefits indicated herein for a period of one hundred eighty (180) days from the date the EMPLOYEE is notified of termination. Such notice shall not be required if the EMPLOYEE is terminated by the BOARD for “cause” as defined below.

(B) For the purpose of this section, “cause” is defined as:

1. A criminal charge issued by a prosecutor or district attorney charging the EMPLOYEE with committing any felony crime where probable cause has been found by a judge or grand jury, or where a probable cause hearing has been waived by the EMPLOYEE, or a criminal charge of a misdemeanor crime involving an element of theft, false statement, or dishonesty,
2. embezzlement, dishonesty, theft, or misappropriation of funds,
3. insubordination,
4. unlawful harassment of other employees,
5. unauthorized use of County property, equipment or facilities,
6. falsification or unauthorized alteration of County documents or records,
7. improper use of sick leave or other leaves of absence, including but not limited to, falsification of information to secure sick leave or other leaves of absence,
8. malfeasance or neglect of duty,
9. reporting to work or working under the influence of alcohol, illegal or banned substances and drugs, including but not limited to, abuse of medications that may require a prescription,
10. illegal activity on County premises during work or non-work hours,
11. absence from work in excess of approved sick leave or vacation leave unless otherwise approved by the Board Chairperson,
12. Serious misconduct committed by EMPLOYEE, which shall be defined as conduct or neglect, on or off duty, that a reasonable person her position would understand to be so unacceptable, immoral, illegal, unethical, or contrary to the best interests of the County that dismissal would be the most likely result,
13. EMPLOYEE’S death before the expiration of this agreement.
14. The inability of EMPLOYEE to perform her duties for cumulative period of 180 days in any 12 month period due to mental or physical disability.

(C) In the event of a termination of this Agreement initiated by the EMPLOYEE, the EMPLOYEE agrees to provide a minimum of ninety (90) days advance written notice to the BOARD. Failure to do so shall result in the forfeiture of any accumulated annual leave pay.

5. RETURN OF PROPERTY

Upon termination of employment, the EMPLOYEE shall immediately return all County documents, correspondence, files, papers or property of any kind that she may have in her possession or control.

6. SUPPLEMENTAL EMPLOYMENT

The EMPLOYEE must receive approval of the BOARD before engaging in outside or supplemental employment. In no case shall outside or supplemental employment conflict with or impair the EMPLOYEE's responsibilities to the BOARD.

7. JOB DUTIES

The EMPLOYEE shall perform all duties as required and directed by the BOARD including, but not limited to, those stated in the attached Job Description. The EMPLOYEE agrees that at all times she will, faithfully and to the best of her ability, experience and talents, perform all the duties that may be required of her. The EMPLOYEE shall report to the BOARD and/or such other representative as may be designated by the BOARD.

8. PROFESSIONAL DEVELOPMENT

The EMPLOYEE may attend professional meetings at the local, state and national level, the reasonable expenses of such attendance to be paid by the BOARD. The BOARD agrees, within budget limitations, and subject to the BOARD's approval, to pay for the professional dues and subscriptions of the EMPLOYEE necessary for the EMPLOYEE's continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the EMPLOYEE's continued professional participation, growth, and advancement, and for the good of the County.

9. MILEAGE REIMBURSEMENT

The EMPLOYEE shall be reimbursed for motor vehicle mileage incurred in the course of County business at the rate per mile as established by the BOARD pursuant to its current policies.

10. INSURANCE

The EMPLOYEE shall be covered under the BOARD's existing general liability insurance policy.

11. COMPLIANCE WITH THE LAW

The EMPLOYEE shall perform all of her respective duties and obligations in complete compliance with all applicable federal, state and local laws, ordinances, rules and regulations and shall adhere to all of the BOARD's policies and procedures.

12. INVALID PROVISIONS

If any provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby.

13. MODIFICATION OF AGREEMENT

This Agreement may be modified or amended only by mutual written consent of both parties.

14. COMPLETE AGREEMENT

This Agreement shall supersede any and all prior contractual arrangements between the parties. This Agreement is the sole basis for the EMPLOYEE's employment.

WITNESSES:

EATON COUNTY

**Jeremy Whittum, Chairperson
Eaton County Board of Commissioners**

EMPLOYEE

County Controller/Administrator