

EATON COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, DECEMBER 15, 2021
AGENDA

- I. Call to Order – 7:00 P.M.
- II. Pledge of Allegiance to the Flag
- III. Invocation
- IV. Roll Call
- V. Agenda Additions or Changes
- VI. Approval of Minutes of November 17, 2021
- VII. Communications
- VIII. Limited Public Comment
- IX. Annual Report of the County Treasurer Performance Bond – P.A. 211 of 2007
- X. COMMITTEE REPORTS AND RESOLUTIONS
 - A. HEALTH AND HUMAN SERVICES COMMITTEE – Commissioner Mott
 - 1. Resolution to Condemn Federal Vaccine and Testing Mandates
 - B. PUBLIC SAFETY COMMITTEE – Commissioner Barnes
 - 1. Resolution to Amend Sheriff's Office Fee Schedule
 - 2. Resolution to Approve Emergency Management Performance Grants American Rescue Plan Act (EMPG ARPA) Grant Amendment
 - 3. Resolution to Schedule Public Hearing for Proposed County Off-Road Vehicle (ORV) Ordinance
 - C. INFORMATION TECHNOLOGY & COMMUNICATION COMMITTEE – Commissioner Ridge
 - D. PUBLIC WORKS AND PLANNING COMMITTEE – Commissioner Lautzenheiser
 - 1. Resolution to Approve DCA 12-21-6
 - 2. Resolution to Approve Contract for Battery Recycling
 - 3. Resolution to Approve Michigan Energy Great Lakes and Environment 2020 Scrap Tire Grant Extension
 - 4. Resolution to Prioritize Property for Submission to Michigan Agricultural Preservation Fund Board for Purchase of Development Rights Grant Funds
 - E. WAYS & MEANS COMMITTEE - Commissioner Mulder
 - 1. Resolution to Approve Delta Township Corridor Improvement Authority Tax-Sharing Agreement
 - 2. Resolution Authorizing Entry of Participation Agreements in Partial Settlement of the National Prescription Opiate Litigation
 - 3. Resolution Authorizing Entry of State Local Government Interstate Agreement Concerning Allocation of Settlement Proceedings in the National Opioids Litigation
 - 4. Resolution to Approve Interim Agreement for the Operation of the Youth Facility.
 - 5. MERS Adoption Agreement Addendum – Division 01
 - 6. Resolution to Approve FY 2021-22 Budget Amendments
 - 7. Claims and Purchases
- XI. Limited Public Comment
- XII. Commissioner Comment
- XIII. Unfinished Business
- XIV. Old Business
- XV. New Business
- XVI. Adjourn to Organizational Meeting, Monday January 3, 2022 at 7:00 p.m.

EATON COUNTY BOARD OF COMMISSIONERS
NOVEMBER 17, 2021

The Eaton County Board of Commissioners met in regular session at the County Facilities, in the City of Charlotte, Wednesday, November 17, 2021 including the availability of virtual participation by the public.

Chairman Whittum called the meeting to order at 7:00 p.m.

The Pledge of Allegiance to the Flag was given by all.

Commissioner Lautzenheiser gave the invocation.

Roll call. Commissioners present: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Jim Mott, Jeremy Whittum and Barbara Rogers.
Commissioners absent: None

Commissioner Droscha moved the approval of the agenda. Seconded by Commissioner Reynnet. Carried unanimously.

Commissioner Lautzenheiser moved the approval of the October 20, 2021 meeting minutes as presented. Seconded by Commissioner Droscha. Carried unanimously.

Communications: Resolutions from several counties (on file) and the annual reports of the County Clerk/Register of Deeds.

Commissioner Whitacre moved the approval of following resolutions:

#21-11-113 Resolution of Appreciation for Ryan Wright Sheriff Department.

WHEREAS, Ryan Wright retired from Eaton County on November 12, 2021 after 23 years, 3 months of service with Eaton County; and

WHEREAS, Ryan worked in the Sheriff's Office Department from August 3, 1998, until his retirement; and

WHEREAS, Ryan has provided dedicated and honorable service to the residents of Eaton County; and

WHEREAS, the Eaton County Board of Commissioners seeks to recognize and express appreciation for Ryan's years of public service.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners does hereby thank Ryan for years of exceptional service to Eaton County and expresses its best wishes to him in the next chapter of his life; and

BE IT FURTHER RESOLVED, that this resolution of appreciation and support be duly recorded and attached to the permanent records of the County on this 17th day of the month of November in the year 2021.

#21-11-114 Resolution of Appreciation for Kristie Binns Prosecutor's Office.

WHEREAS, Kristie Binns will be retiring from Eaton County on November 29, 2021 after 31 years, eight months of service; and

WHEREAS, Kristie began employment in the Technology Services Department on April 24, 1990, until joining the Prosecutor's Office on January 15, 2015, where she worked until her retirement; and

WHEREAS, Kristie has provided dedicated and honorable service to the residents of Eaton County; and

WHEREAS, the Eaton County Board of Commissioners seeks to recognize and express appreciation for Kristie's years of public service.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners does hereby thank Kristie for years of exceptional service to Eaton County and expresses its best wishes to her in the next chapter of her life; and

BE IT FURTHER RESOLVED, that this resolution of appreciation and support be duly recorded and attached to the permanent records of the County on this 17th day of the month of November in the year 2021.

Both resolutions seconded by Commissioner Pearl-Wright. Carried unanimously.

Public Comment: Katherine Schmidt, Potterville; Tim Totten, Grand Ledge; Bruce Barlund, Windsor Township; Andrea Smith, Charlotte; Frank Holmes, Brookfield Township; Carl Eggleston, Charlotte; Roger Smith, Charlotte; David Lambright, Charlotte; and Skylar Bates, Mulliken spoke in opposition of the vaccine mandates.

Commissioner Mott moved the approval of #21-11-115 Resolution to Recognize National Hunger and Homelessness Awareness Week.

WHEREAS, for over 25 years the National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Eaton County for very low income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, there are many organizations committed to sheltering and providing supportive services as well as meals and food supplies to people experiencing homelessness, including SIREN/Eaton Shelter and Housing Services of Mid-Michigan; and

WHEREAS, this designation is recognized annually the week before Thanksgiving to bring greater awareness to the issues of hunger and homelessness; and

WHEREAS, the Eaton County Board of Commissioners recognize that hunger and homelessness continues to be a serious problem for many individuals and families in Eaton County; and

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the activities of SIREN/Eaton Shelter and Housing Services of Mid-Michigan.

NOW, THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners hereby proclaims the third week of November each year as National Hunger and Homelessness Awareness Week; and
BE IT FURTHER RESOLVED that the Chairman of the Eaton County Board of Commissioners encourages all citizens to recognize that many people do not have housing and need support from citizens and private/public nonprofit service entities.

Seconded by Commissioner Rogers. Carried unanimously.

Commissioner Barnes moved the approval the following appointment to Public Safety Committee:

Community Corrections Advisory Board:

Clint Auer (Circuit Court Probation Agent or a District Court Probation Agent)-
to a term for the duration of the position

Seconded by Commissioner Haskell. Carried unanimously.

Commissioner Barnes moved the approval of #21-11-116 Resolution to Amend Community Corrections Advisory Board By-Laws.

WHEREAS, the Board of Commissioners established a Community Corrections Advisory Board as part of the requirements to receive grant funding under PA 511 of 1988; and

WHEREAS, the Advisory Board has met to review its current by-laws; and

WHEREAS, the Advisory Board has recommended the by-laws be updated to accurately reflect the meeting calendar for purposes of the election of its officers and to ensure continued compliance with enacted changes to the Open Meetings Act and;

WHEREAS, the by-laws indicate that changes recommend advisory board are subject to the approval by the Board of Commissioners; and

WHEREAS, the Public Safety Committee is recommending approval of the attached amendments to the Community Corrections Advisory Board by-laws.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners approves the amendments to the Community Corrections Advisory Board by-laws as recommended.

Seconded by Commissioner Pearl-Wright. Carried unanimously.

Commissioner Lautzenheiser moved the approval of the following resolutions:

#21-11-117 Resolution to Approve DCA-11-21-4.

PREAMBLE: The Eaton County Land Development Code, an Ordinance adopted by the Commissioners of the County of Eaton pursuant to Public Act 183 of 1943, and administered pursuant to Public Act 110 of 2006, may be amended from time to time by following procedures outlined in Article 13 of the Development Code.

WHEREAS, Eaton Community Palliative Care initiated a petition for an amendment to the Eaton County Land Development Code (zoning ordinance); Amendments are proposed to the following: Article 7, Land Development Districts (amend Section 7.5A.3, to allow Hospital and Long Term Care Facilities as a use allowed by Site Plan Review); and

WHEREAS, the Eaton County Planning Commission held a duly advertised and noticed public hearing on November 2, 2021; and

WHEREAS, the Eaton County Planning Commission found the requested amendment to be consistent with the required findings of fact (Items A through G) contained in Section 13.6 of the Eaton County Land Development Code; and

WHEREAS, the Eaton County Planning Commission has taken action on November 2, 2021 to recommend the adoption of the ordinance amendments for reasons stated at the meeting.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the County of Eaton, Michigan having considered the findings of facts and recommendations hereby:

APPROVES the amendment to the Eaton County Land Development Code (zoning ordinance) to update language to Article 7, Land Development Districts (amend Section 7.5A.3, to allow Hospital and Long Term Care Facilities as a use allowed by Site Plan Review).

#21-11-118 Resolution to Approve DCA 11-21-5.

PREAMBLE: The Eaton County Land Development Code, an Ordinance adopted by the Commissioners of the County of Eaton pursuant to Public Act 183 of 1943, and administered pursuant to Public Act 110 of 2006, as amended, may be amended from time to time by following procedures outlined in Article 13 of the Development Code.

WHEREAS, Eaton Community Palliative Care initiated a petition to change the Land Development District (zoning) designation for properties located 2615 and 2675 S. Cochran Road and a 1.55 acre portion of a vacant parcel located off from S. Cochran Road identified as parcel 110-030-300-030-11, from Limited Agricultural (LA) to Local Business (C-1); and

WHEREAS, the Eaton County Planning Commission held a duly advertised and noticed public hearing on November 2, 2021; and

WHEREAS, the Eaton County Planning Commission found the requested amendment to be consistent with the required findings of fact (Items A-G) contained in Section 13.6 of the Eaton County Land Development Code; and

WHEREAS, the Eaton County Planning Commission has taken action on November 2, 2021 to recommend the approval of the request for change in the Land Development District designation.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the County of Eaton, Michigan having considered the findings of facts and recommendations hereby:

APPROVES the request by Eaton Community Palliative Care, for a change in land use district classification in Section 7.1.2 of the Land Development Code to change properties located 2615 and 2675 S. Cochran Road and a 1.55 acre portion of a vacant

parcel located off from S. Cochran Road identified as parcel 110-030-300-030-11, Section 30, Eaton Township from Limited Agricultural (LA) to Local Business (C-1); Parcels 110-030-300-030-11 & 110-030-300-030-13 after proposed adjustment: A parcel of land in the Southwest fractional 1/4 of Section 30, T2N, R4W, Eaton Township, Eaton County, Michigan, described as: Commencing at the Southwest corner of said Section 30; thence N01°14'46"W along the West Section line 46.20 feet to the Southeast Corner of Section 25, T2N, R5W; thence North continuing along said West line 1845.10 to the point of beginning; thence North continuing along said West line 331.00 feet; thence N89°34'58"E 364.92 feet; thence N36°16'01"E 298.87 feet; thence S29°31'31"E 111.83 feet; thence N78°11'32"E 130.95 feet; thence South parallel with said West line 424.27 feet; thence S41°06'14"W 304.22 feet; thence S89°56'00"W parallel with the East—West 1/4 line 75.00 feet; thence N14°33'22"W 222.91 feet; thence S72°27'03"W 219.10 feet; thence S89°56'00"W parallel with said East—West 1/4 line 185.07 feet to the point of beginning; said parcel containing 7.05 acres more or less; said parcel subject to right of way for road purposes along M-50/Cochran Road; said parcel subject to all easements and restrictions if any.

Parcel 110-030-300-030-14: COM SW COR SEC 30; N01°14'46"W 46.2 FT TO SE COR SEC 25, T2N,R5W; N 1695.1 FT TO POB; N 150 FT; N89°56'0"E 185.07 FT; N72°27'03"E 219.1 FT; S14°33'22"E 222.91 FT; S89°56'0"W 450 FT TO POB. SUBJ TO ALL EASEMENTS & RESTRICTIONS IF ANY. SEC 30, T2N,R4W, EATON TWP. D 5-19-09 R 5-19-09 (ADJUSTMENT) SPLIT FROM 110-030-300-030-09 & 110-030-300-030-10 FOR 2010.

Both resolutions were seconded by Commissioner Mulder. Carried unanimously.

Commissioner Lautzenheiser moved the approval of the following appointments to the Public Works & Planning Commission:

Zoning Board of Appeals - 3 year term, expiring December 31, 2024

Jeremy Whittum (Alternate)
April Stopczynski
Donald Chase

Construction Code Board of Appeals - 3 year term, expiring December 31, 2024

Greg Sparks	Mechanical Code Representative
Thomas Abdo	Alternate - Mechanical Code Representative
Anthony Eldridge	Plumbing Code Representative
Jane Sprague	Citizen
Brian Ross	Building Code Representative
Robert Montgomery	Alternate – Building Code Representative

Planning Commission - 3 year term, expiring December 31, 2024

Benjamin Tirrell

Parks & Recreation Commission - 3 year term, expiring December 31, 2024

Alisa Gonzalez-Pennington

Seconded by Commissioner Augustine. Carried unanimously.

Commissioner Mulder moved the Approval of 2021 Apportionment Report. (on file)
Seconded by Commissioner Droscha. Carried unanimously.

Commissioner Mulder moved the approval of #21-11-119 Resolution to Approve Energy and Infrastructure Project Development Agreement.

WHEREAS, Eaton County is in the process of evaluating its facility infrastructure including but not limited to, heating and cooling units, system controls, operational efficiencies and facility roofs; and

WHEREAS, this evaluation included an evaluation of the feasibility of the installing of solar energy generation for Eaton County facilities; and

WHEREAS, the County currently utilizes Johnson Controls, Inc., for its infrastructure controls; and

WHEREAS, Johnson Controls, Inc., offers a performance contracting program as a means to replace aging infrastructure and finance the necessary improvements with savings identified and guaranteed, efficiency improvements and operational efficiency measures; and

WHEREAS, Johnson Controls, Inc., has conducted a preliminary evaluation of the County's facilities and energy costs, and estimated there a improvements available to consider a guaranteed savings performance contract; and

WHEREAS, after the initial evaluation, the a project development agreement is necessary to complete the detailed engineering for a performance contract project; and

WHEREAS, Ways and Means Committee has reviewed the proposed improvements and is recommending the approval of the Project Development Agreement with Johnson Controls, Inc.; and

WHEREAS, the fees associated with the project development will be incorporated in to the performance contract firm pricing upon completion of the project engineering and identification of improvements to be included therein.

NOW THEREFORE BE IT RESOLVED, the Eaton County Board of Commissioners approves the Project Development Agreement with Johnson Controls, Inc., for a Performance Contracting project for infrastructure improvements and operational efficiency measures for its facilities, including the adoption of solar energy generation for its facilities.

Seconded by Commissioner Haskell. Carried unanimously.

Commissioner Mulder moved the approval of 2022 Holiday Schedule. (on file)
Seconded by Commissioner Augustine. Carried unanimously.

Commissioner Mulder moved the approval of #21-11-120 Resolution Pledging Full Faith and Credit to Glenn No. 2 Drain Drainage District Bonds-Eaton Glen.

WHEREAS pursuant to a petition filed with the Drain Commissioner of the County of Eaton, State of Michigan (the "Drain Commissioner"), proceedings have been taken

under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the making of certain intra-county drain improvements referred to as the Glenn No. 2 Drain Maintenance and Improvement Project (the "Project"), which is being undertaken by the Glenn No. 2 Drain Drainage District (the "Drainage District") in a Special Assessment District (the "Special Assessment District") established by the Drainage District; and

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Drain Commissioner intends to issue the Drainage District's bonds (the "Bonds"), in one or more series, in an amount not to exceed \$1,300,000 pursuant to the Act; and

WHEREAS, the principal of and interest on the Bonds will be payable from assessments to be made upon public corporations and/or benefited properties in the Special Assessment District; and

WHEREAS, the Eaton County Board of Commissioners (the "Board") may, by resolution adopted by a majority of the members of the Board, pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds pursuant to Section 276 of the Act; and

WHEREAS, the pledge of the full faith and credit of the County to the Bonds will reduce the cost of financing the Project and will be a benefit to the people of the County.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Bonds in a par amount not to exceed \$1,300,000. The County shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Bonds should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Bonds when due.

2. Should the County advance County funds pursuant to the pledge made in this Resolution, the amounts shall be repaid to the County from assessments or reassessments made upon benefited properties in the Special Assessment District as provided in the Act.

3. The Chairperson of the Board, the County Controller/Administrator, the County Clerk, the County Treasurer and any other official of the County, or any one or more of them ("Authorized Officers"), are authorized and directed to take all actions necessary or desirable for the issuance of the Bonds and to execute any documents or certificates necessary to complete the issuance of the Bonds, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer's Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations and to participate in the preparation of a preliminary official statement and a final official statement for the Bonds and to sign such documents on behalf of the County and give any approvals necessary therefor.

4. Any one of the Authorized Officers is hereby authorized to execute a certificate of the County to comply with the continuing disclosure undertaking of the

County with respect to the Bonds pursuant to paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate").

5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

Seconded by Commissioner Droscha. Carried by unanimous roll call vote.

Commissioner Mulder moved the approval of #21-11-121 Resolution Pledging Full Faith and Credit to Crooked Brook Intercounty Drain Bonds-Crooked Brook.

WHEREAS, pursuant to a petition filed with the Drain Commissioner of the County of Barry, State of Michigan, proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the "Act"), for the making of certain improvements to the Crooked Brook Intercounty Drain (the "Project"), which is being undertaken by the Crooked Brook Intercounty Drain Drainage District (the "Drainage District"); and

WHEREAS, pursuant to the Act, the Drainage Board intends to issue the Drainage District's bond or bonds (the "Bonds"), in one or more series, in the aggregate principal amount of not to exceed \$1,275,000 bearing interest at a rate not to exceed 6.0% per annum, and maturing within the maximum terms permitted by law, in anticipation of the collection of an equal amount of special assessments against property and public corporations in the counties of Barry and Eaton, said special assessments to be duly confirmed as provided by the Act; and

WHEREAS, the Computation of Cost for the Project sets forth an estimated cost of \$1,275,000 to be allocated between the County of Barry and the County of Eaton as provided below; and

WHEREAS, fifty-one percent (51%) of the cost of the Project has been apportioned by the Drainage Board to the County of Eaton (the "County") and forty-nine percent (49%) of the cost of the Project has been apportioned by the Drainage Board to the County of Barry; and

WHEREAS, the Drainage Board deems it advisable and necessary to request that this Board adopt a resolution pledging the limited tax full faith and credit of the County on the Bonds to the extent of special assessments assessed against property and public corporations in the County and the State of Michigan; and

WHEREAS, the Project is necessary to protect and preserve the public health; and

WHEREAS, the pledge of the full faith and credit of the County to the Bonds will reduce the cost of financing the Project and will be a benefit to the people of the County.

NOW, THEREFORE, IT IS RESOLVED as follows:

1. Pursuant to the authorization provided in Section 276 of the Act, the Eaton County Board of Commissioners, by a majority vote of its members elect, does hereby irrevocably pledge the full faith and credit of the County for the prompt payment of the principal of and interest on the Bonds, to the extent of special assessments against property and public corporations in the County and assessments against the State of Michigan, to the extent apportioned to the County, and does agree that in the event

that the property owners or public corporations in the Drainage District or the State of Michigan shall fail or neglect to account to the County Treasurer of the County of Eaton for the amount of any special assessment installment and interest (in anticipation of which the Bonds are issued), when due, then the amount thereof shall be immediately advanced from County funds, and the County Treasurer is directed to immediately make such advancement to the extent necessary. The ability of the County to levy taxes to pay its share of the principal of and interest on the Bonds shall be subject to constitutional and statutory limitations on the taxing power of the County.

2. In the event that, pursuant to said pledge of full faith and credit, the County advances out of County funds sums to pay any part of the principal of and interest due on the Bonds, the County Treasurer, for and on behalf of the County, shall take all actions and proceedings and pursue all remedies permitted or authorized by law for the reimbursement of such sums so paid.

3. The Chairperson of the Board, the County Controller/Administrator, the County Clerk, the County Treasurer and any other official of the County, or any one or more of them ("Authorized Officers"), are authorized and directed to take all actions necessary or desirable for the issuance of the Bonds and to execute any documents or certificates necessary to complete the issuance of the Bonds, including, but not limited to, any applications including the Michigan Department of Treasury, Application for State Treasurer's Approval to Issue Long-Term Securities, any waivers, certificates, receipts, orders, agreements, instruments, and any certificates relating to federal or state securities laws, rules, or regulations, including a certificate of the County to comply with the continuing disclosure undertaking of the County with respect to the Bonds pursuant to paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and to participate in the preparation of a preliminary official statement and a final official statement for the Bonds and to sign such documents on behalf of the County and give any approvals necessary therefor.

4. This resolution shall become effective only if the Board of Commissioners of the County of Barry adopts a resolution substantially in the form of this resolution that pledges the limited tax full faith and credit of the County of Barry to the payment of the principal of and interest on the Bonds when due to the extent of its apportioned share of the cost of the Project

5. All resolutions and parts of resolutions are, to the extent of any conflict with this resolution, rescinded to the extent of the conflict.

Seconded by Commissioner Droscha. Carried by unanimous roll call vote.

Commissioner Mulder moved the approval of following resolutions:

#21-11-122 Resolution to Authorize Application for United States Department of Justice Coronavirus Emergency Supplemental Funding Grant Extension – Prosecuting Attorney

WHEREAS, the Prosecuting Attorney was approved to receive Coronavirus Emergency Supplemental Funding through the United States Department of Justice passed-through the Michigan State Police for the period of June 1, 2021 through December 31, 2021; and

WHEREAS, the Prosecuting Attorney has been notified that additional funding of up to \$85,715, is available to extend the previous grant period through December 31, 2022; and

WHEREAS, the grant would provide funding for contractual services and applicable equipment for an attorney to address coronavirus-related caseload backlog; and

WHEREAS, the Prosecuting Attorney's Office is desirous of submitting the grant extension to contract with an attorney to primarily manage the backlog of cases currently in the screening process.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the Prosecutor's Office to submit a grant extension to increase the grant award to an amount not to exceed \$135,715 for the period of June 1, 2021 to December 31, 2022; and

BE IT FURTHER RESOLVED, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the State of Michigan; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners be authorized to sign any necessary documents.

#21-123 Resolution to Authorize Application for United States Department of Justice Coronavirus Emergency Supplemental Funding – Trial Court

WHEREAS, the United States Department of Justice has grant funds available through the Michigan State Police for the prevention, preparation and/or response to the coronavirus; and

WHEREAS, the grant would provide funding for expenditures for the Court's response to the pandemic related public health emergency for the period of January 1, 2022 to December 31, 2022; and

WHEREAS, the Trial Courts are desirous of submitting the grant application to address continuing public health safety measures and enhancements to the in-person jury trial process to ensure continuity and continuation of Court proceedings.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the Trial Courts to submit a grant application in an amount not to exceed \$150,000 for the period of January 1, 2022 to December 31, 2022; and

BE IT FURTHER RESOLVED, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the State of Michigan; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners be authorized to sign any necessary documents.

Both resolutions seconded by Commissioner Augustine. Carried unanimously.

Commissioner Mulder moved the approval of #21-11-124 Resolution to Approve 2021/2022 Budget Amendments.

WHEREAS, the Eaton County 2021/2022 Appropriations Act of September 15, 2021 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 2021/2022 Eaton County Budget:

GENERAL FUND

	<u>TRIAL COURT</u>	
Increase	Juvenile Court -Wages and Fringes	\$ 71,366
Decrease	Circuit Court - Wages and Fringes	\$ 71,366

To update the 2021/2022 position allocation list to remove the position of Collections Specialist from the Circuit Court, and add a Court Financial Assistant to the Juvenile Court position list to properly reflect assigned duties and classifications and transfer the appropriated funds for the position to the Juvenile Division.

Seconded by Commissioner Lautzenheiser. Carried unanimously.

Commissioner Mulder approved the claims as audited by the Ways & Means Committee for \$681,410.27 and to accept the report of previously authorized payments.

Seconded by Commissioner Pearl-Wright. Carried unanimously.

Public Comment: Claudine Williams, Director of Community Development, thanked the Commissioners for their resolution to recognize homelessness awareness week.

Kathy Forgie, resident of the City of Grand Ledge, spoke in opposition of the vaccine mandates.

Commissioner Comments: Commissioner Augustine wished his father and grandmother a happy birthday.

Chairman Whittum provided an update on the MI New Economy Tour event he attended, comment on recent on recent media coverage of the County including a story about Commissioner Barnes in a local newspaper and a television interview provided by Commissioner Haskell regarding the proposed ORV Ordinance.

There was no Unfinished Business or Old Business.

New Business: Commissioner Reynnet presented the following resolution: Resolution to Condemn Federal Vaccine & Testing Mandates.

A resolution to condemn President Joe Biden's authoritarian decision to impose vaccine requirements on private employers and urge the Governor and Attorney General of Michigan to pursue all available avenues to challenge the unlawful mandate.

Whereas, On September 9, 2021, President Joe Biden announced his administration's plan to impose strict COVID-19 vaccine requirements on private businesses. Effective January 4, 2022, employers with over 100 employees will be required to ensure employees are vaccinated or impose burdensome weekly testing regimens. President Biden has also mandated vaccines for health care workers, federal contractors, and the majority of federal workers; and

Whereas, These requirements are an egregious overreach by President Biden infringing on Americans' civil liberties. Health care decisions, including whether or not to get vaccinated, are deeply personal and should not be subject to intrusive and autocratic edicts from the government; and

Whereas, The vaccine requirement will impact two-thirds of the nation's private sector workforce. Imposing sanctions, such as lost employment, on the most economically vulnerable is unnecessarily cruel; and

Whereas, federal overreach will exacerbate supply chain shortages; interrupt manufacturing production; risk destabilizing our critical water, sewer, and energy infrastructure; put additional life-threatening pressure on our health care industry; cause interruption in our education system; and cause additional labor shortages across all industries; and

Whereas, employers are already experiencing significant resource and workforce shortages that will only be made worse by adding additional requirements that limit the number of workers available; and

Whereas, President Biden's dictate is not grounded in science and does not address the significant COVID-19 protections acquired by natural immunity. Any policy ignoring science in favor of oppressive mandates reveals the true purpose of that policy is control rather than public health. This directive serves no public health purpose and will result in resistance, not compliance; and

Whereas, To date, at least 27 states have filed legal challenges or expressly stated an intention to push back against President Biden's ill-advised government overreach. Resistance to the federal mandate by state leaders has been bipartisan, as three states with Democrat governors – Kansas, Kentucky, and Louisiana – have joined the lawsuits. However, Governor Gretchen Whitmer and Attorney General Dana Nessel have thus far acquiesced to President Biden's intrusion upon our state's sovereignty and policymaking process; and

Whereas, on November 6, 2021, the U.S. Court of Appeals for the Fifth Circuit placed a hold on President Biden's vaccine mandate; and

Whereas, on November 12, 2021, the U.S. Court of Appeals for the Fifth Circuit, further affirmed, it's hold on the vaccine mandate; and

Whereas, on September 7, 2021, the administrator of the Eaton County Healing and Recovery center, Martha Richard, stated during her Semi-Annual Update that the vaccine mandate would further exacerbate staffing shortage: now therefore be it

Resolved by the Eaton County Board of Commissioners, That we, on behalf of the citizens of Eaton County, condemn President Biden's decision to impose vaccine requirements on both public and private employers; and be it further

Resolved, That we call upon Governor Gretchen Whitmer and Attorney General Dana Nessel to join those leaders who have filed suit to protect the interests of their states and their citizens and pursue all available avenues to challenge President Biden's unlawful mandate; and be it further

Resolved, the Eaton County Commissioners refused to allow the compliance with this mandate, and be it further

Resolved, That copies of this resolution be transmitted to the President of the United States, the Governor of the State of Michigan, the Michigan Attorney General, and the commissioners of the other Michigan counties.

Commissioner Droscha moved to approve the resolution, as presented.
Seconded by Commissioner Reynnet. Discussion held.

Commissioner Augustine moved to refer the proposed resolution to the December 6th Health and Human Services Committee for consideration.
Seconded by Commissioner Haskell. Discussion held. Motion Carried. Nays: Commissioners Droscha, Reynnet and Rogers.

Chairman Whittum adjourned the meeting to Wednesday, December 15, 2021 at 7:00 p.m.

Chairman of the Board of Commissioners

Clerk of the Board of Commissioners



GREATER LANSING

401 W. Greenlawn Ave.
Lansing, MI 48910-9969

After March 2022
2900 Collins Rd.
Lansing, MI 48910

Phone (517) 975-6000

mclaren.org/lansing

November 19, 2021

Jeremy Whittum
Chair & Dist. 14 Rep.
Eaton County Board of Commissioners
1045 Independence Boulevard
Charlotte, MI 48813-1033

Dear Jeremy,

McLaren Greater Lansing is proud to have been rooted in Lansing for more than 100 years. And while we have loved calling our two hospital campuses on Greenlawn Ave. and Pennsylvania Ave. home, we recognize that our facilities are aging. That's why, almost a decade ago, we started the process of building a replacement hospital.

Soon those plans became a reality, and we broke ground on a replacement hospital campus adjacent to MSU in late 2018. Even though we are moving, we are proud to still call Lansing home.

I am excited to share that the day when we welcome our first patients and our community through our new doors is rapidly approaching. Currently, the finishing touches are being added to the inside and the outside of the building. Flooring, countertops, and TVs are being installed in patient rooms. On the outside, our crews are putting the finishing touches on landscaping, planting grass, and adding sidewalks and roads.

In just two months, the construction and groundwork will be complete, and then the real work for McLaren Greater Lansing staff will begin. We will be hosting "day in the life" training for our employees, which will ensure that we are prepared to offer superior care to our patients when they need us most.

We would like to invite you to be one of the first to view the hospital at our Grand Opening Gala – Passport to Care. Attendees will support the new hospital and tour the space in an elegant fashion, strolling hors d'oeuvres, beverages and live entertainment while viewing state-of-the-art technology and the beautiful new campus. Your support of the Grand Opening Gala will benefit the programs and services at the new McLaren Greater Lansing healthcare campus. For more information, please visit www.mclaren.org/gogala.

We look forward to your joining us for this amazing event or stopping by once the hospital is open in March 2022. We also want to thank you for your support. Without our community and leaders like you, we wouldn't have been able to achieve this amazing milestone.

Sincerely,

Kirk Ray
President and CEO
McLaren Greater Lansing

FILED

DEC 13 2021

DIANA BOSWORTH
EATON COUNTY CLERK

5940 East Clinton Trail
Eaton Rapids, Michigan 48827

December 13, 2021

Eaton County Board of Commissioners
1045 Independence Boulevard
Charlotte, Michigan 48813

Dear Commissioners:

Thank you for appointing me to an additional term on the Construction Code Board of Appeals. I neither know nor care whether the position was competitive: the reappointment demonstrates to me your belief in my competence and acknowledgment of the quality of my service to date. I feel humbled and grateful to be so affirmed.

Sincerely,

A handwritten signature in cursive script that reads "Jane Sprague".

Jane Sprague

Kimberly Morris

From: Kim Laforet <kim@laforetteam.com>
Sent: Tuesday, December 7, 2021 3:33 PM
To: CountyClerk
Subject: Vaccine mandate

Dear Commissioners:

I am writing to implore you to put an immediate halt to any vaccine mandates; especially in light of all the recent court decisions that they are an overreach of power by the government.

Requiring this vaccine is not constitutional and further exasperates the worker shortage in all areas of business. In addition, with over 99% chance of recovery should someone contract Covid this mandate is unnecessary.

Respectfully,

Kim Laforet
Delta Twsp.

Eaton County Treasurer



Bob Robinson

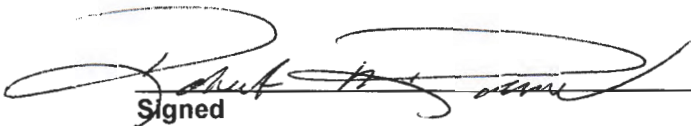
December 8, 2021

To: Eaton County Board of Commissioners

From: Eaton County Treasurer, Bob Robinson

Re: Performance bond for 2022

Pursuant to Public Act 211 of 2007, county treasurer Bob Robinson is required to provide a copy of a performance bond for \$1 million annually. The copy of the blanket performance bond attached verifies bond issuance to the County of Eaton by the Michigan Municipal Risk Management Authority, valid for the upcoming year with a threshold that meets the statutory amount required by this act.


Signed

12-8-21

Date

RISK

**MICHIGAN MUNICIPAL
RISK MANAGEMENT
AUTHORITY**

**BLANKET FAITHFUL PERFORMANCE BOND
CERTIFICATE OF PROTECTION**

KNOW ALL MEN BY THESE PRESENTS:

This certificate is issued as a matter of information only and confers no rights upon the certificate holder unless amended below.

This certifies that County of Eaton as a member of this Authority

has Blanket Faithful Performance Bond Protection in the amount of One Million Dollars

(\$ 1,000,000.00).

**Blanket Faithful Performance
Description of Protection**

Fidelity

- (1) The Scope of Loss Fund Protection includes loss caused to the member by conversion to personal use or through the failure of any of the employees, acting alone or in collusion with others, to perform faithfully his duties or to account properly for all monies and property received by virtue of his position or employment during the period of membership in the Authority, the amount of indemnity of each of such employees being the amount indicated on the Limits of Liability.

Section 2

General Agreement-Loss Under Prior Bond

- (1) If the protection of this provision is substituted for any prior coverage carried by the member which prior bond is terminated, cancelled or allowed to expire as of the time of such substitution, the member agrees that such agreement applies to loss sustained by, or caused to, the member, as the case may be, prior to or during the bond period, provided that such loss is discovered after the beginning of the period of membership and that such loss would have been recoverable by the member under such prior bond except for the fact that the time within which to bring suit, action or proceeding of any kind thereunder had expired, and provided further:
 - (a) The indemnity afforded by this agreement shall be a part of and not in addition to the limit afforded above;
 - (b) Such loss would have been covered under such insuring agreement had such insuring agreement with its agreements, conditions and limitations as of the time of such substitutions been in force when the acts or defaults causing such loss were committed;
 - (c) Recovery under this agreement on account of such loss shall in no event exceed the amount which would have been recoverable under such insuring agreement in the amount for which it is written as of the time of such substitution, had such insuring agreement been in force when such acts or defaults were committed, or the amount which would have been recoverable under such prior bond had such prior bond continued in force until the discovery of such loss if the latter amount be smaller.

Section 3

Definitions

- (1) "Employee" means person while in the employ of the member during the period of membership.

Section 4

Conditions

- (1) In case a loss is alleged to have been caused to the member through acts or defaults by an employee and the member shall be unable to designate the specific employee causing such loss, the member shall nevertheless have the benefit of this provision provided that the evidence submitted reasonably establishes that the loss was in fact caused by an employee through such acts or defaults and provided, further, that regardless of the number of such employees concerned or implicated in such loss, the aggregate liability for any such loss shall not exceed the limit of liability.
- (2) The limit of liability shall not be cumulative from year to year.
- (3) This provision shall be deemed to be cancelled as to any employee:
- (a) Immediately upon discovery by the member of any act on the part of such employee which would constitute a liability under this provision covering such employee; or
 - (b) Upon the death, resignation or removal of such employee; or
 - (c) Upon termination of membership in the Authority.

Should the member indicated below withdraw from the Authority prior to the expiration date shown, the Authority shall notify the certificate holder in writing thirty (30) days in advance of such withdrawal, but failure to mail such notice shall impose no obligation or liability of any kind upon the Authority.

Certificate Holder:

County of Eaton

1045 Independence Boulevard

Charlotte, MI 48813

Member:

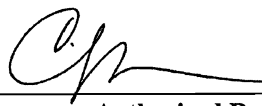
County of Eaton

1045 Independence Boulevard

Charlotte, MI 48813

Expiration Date of Membership Continuous Until Cancelled

Date Issued: October 1, 2021



Authorized Representative

EATON COUNTY BOARD OF COMMISSIONERS

Resolution To Condemn Federal Vaccine & Testing Mandates

December 15, 2021

Submitted by Commissioners Reynnet, Droscha, and Mulder on
behalf of the Eaton County Republican Women Alliance

Introduced by the Health and Human Services Committee

A resolution to condemn President Joe Biden's decision to impose vaccine requirements on private and public employers and healthcare facilities receiving funds from The Centers for Medicare & Medicaid Services (CMS) and urge the Governor and Attorney General of Michigan to pursue all available avenues to challenge these unlawful mandates.

WHEREAS, on September 9, 2021, President Biden announced his administration's plan to impose strict COVID-19 vaccine requirements on private businesses. Effective January 4, 2022, employers with over 100 employees will be required to ensure employees are vaccinated or impose burdensome weekly testing regimens; and

WHEREAS, on November 5, 2021, Centers for Medicare and Medicaid Services (CMS) also issued a federal vaccine mandate for staff within all Medicare and Medicaid-certified facilities including nursing homes, hospitals, dialysis facilities, ambulatory surgical settings, and home health agencies, among others, as a condition for participating in the Medicare and Medicaid programs, as well as, federal contractors, and the majority of federal workers; and

WHEREAS, these requirements are capricious and arbitrary, infringing on Americans' civil liberties. Health care decisions, including whether or not to get vaccinated, are deeply personal and should not be subject to governmental edicts that cannot account for unique, individual medical needs; and

WHEREAS, the vaccine requirement will impact two-thirds of the nation's private sector workforce. Imposing sanctions, such as lost employment, on the most economically vulnerable is unnecessarily cruel; and

WHEREAS, federal overreach will exacerbate supply chain shortages; interrupt manufacturing production; risk destabilizing our critical water, sewer, and energy infrastructure; put additional life-threatening pressure on our health care industry; cause interruption in our education system; and cause additional labor shortages across all industries; and

WHEREAS, employers are already experiencing significant resource and workforce shortages that will only be made worse by adding additional requirements that limit the number of workers available; and

WHEREAS, to date, at least 27 states have filed legal challenges or expressly stated an intention to push back against this type of federal government overreach. Resistance to the federal mandate by state leaders has been bipartisan, as three states with Democrat governors – Kansas, Kentucky, and Louisiana – have joined the lawsuits. However, Governor Gretchen Whitmer and Attorney General Dana Nessel have thus far acquiesced to President Biden's intrusion upon our state's sovereignty and policymaking process; and

WHEREAS, on September 7, 2021, the administrator of the Eaton County Healing and Recovery center, Martha Richard, stated during her Semi-Annual Update that the vaccine mandate would further exacerbate staffing shortage; and

WHEREAS, on November 6, 2021, the U.S. Court of Appeals for the Fifth Circuit placed a hold on President Biden's vaccine mandate; and

WHEREAS, on November 12, 2021, the U.S Court of Appeals for the Fifth Circuit, further affirmed, it's hold on the vaccine mandate; and

WHEREAS, on November 29, 2021, The US District Court of Missouri ruled against implementation and enforcement of CMS vaccine mandates; and

WHEREAS, on November 30, 2021, a federal judge issued a preliminary injunction to halt implementation of the President's mandate for health care workers, which had been set to begin this week; and

WHEREAS, on December 2, 2021, the President clearly articulated that his policy goals for the business and medical communities has not changed or evolved in light of the afore mentioned judicial action. While announcing his Winter Covid 19 plan, President Biden stated he believes that "all Americans can rally around" this plan and stated that the plan, including vaccine mandates, "should get bipartisan support.", and left ALL of the afore mentioned vaccine mandates in place, with implementation pending judicial review.

NOW HERE BY, BE IT RESOLVED, by the Eaton County Board of Commissioners, That we, on behalf of the citizens of Eaton County, condemn President Biden's decision to impose vaccine requirements on both public and private employers; and

BE IT FURTHER RESOLVED, that we call upon Governor Gretchen Whitmer and Attorney General Dana Nessel to join those leaders who have filed suit to protect the interests of their states and their citizens and pursue all available avenues to challenge President Biden's unlawful mandate; and

BE IT FURTHER RESOLVED, that copies of this resolution be transmitted to the President of the United States, the Governor of the State of Michigan, the Michigan Attorney General, and the commissioners of the other Michigan counties.

AYES:

NAYS:

I certify that the foregoing is a true and accurate copy of a resolution adopted by the Eaton County Board of Commissioners at its meeting held on December 15, 2021, and that notice of such meeting was given as provided by law. _____

_____ Eaton County Clerk

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2021

**RESOLUTION TO AMEND THE SHERIFF DEPARTMENT
FEE SCHEDULE**

Introduced by the Public Safety Committee

WHEREAS, the Eaton County Board of Commissioners has approved a User Fee Schedule for the Eaton County Sheriff Department; and

WHEREAS, the Public Safety Committee has reviewed and is recommending an increase to the rate for dedicated patrol/enforcement contractual services, to \$60 per officer per hour; and

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners approves the attached recommended Sheriff Department User Fee Schedule effective January 1, 2022; and

BE IT FURTHER RESOLVED, that any other User Fee Schedules established by the Sheriff Department are superseded by the attached schedule.

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Revised 4/20/2005
 Revised 11/17/2004
 Revised 1/21/2009
 Revised 11/16/2011
 Revised 4/17/2019
 Revised 1/01/2022

Sheriff Department Fee Schedule

<u>Description of Fee:</u>	<u>Current Fee</u>	
Background Check	\$ 10.00	
Accident/Incident Report	7.00	
Fingerprinting:		
Fingerprinting (Cards)	15.00	
Fingerprinting LiveScan - Residents (State Fee)	43.25	
Fingerprinting LiveScan - Non-Residents (State Fee plus \$25)	68.25	
Notary - Gun Purchase Permit	2.50	
Pistol Sales Record Copy	1.00	
Dealer Application (R.I. 9 Form)	5.00	
Preliminary Breathalyzer Test	5.00 - 8.00	
Vehicle Inspections (Requiring TR-54 Form)	20.00	
Firing Range Usage	10.00	per individual
Boating Safety Permit (Reissuance)	5.00	
Precious Metal & Gem Dealer Prospective Employee		
Computerized Criminal History (LEIN) Check	15.00	
Dedicated Patrol/Enforcement Contractual Rate (per officer)	60.00	per hour
Large Object Moving (Traffic Assistance)		
First 2 hours	60.00	per vehicle
Each additional hour	35.00	per vehicle
Abandoned Vehicle:		
Tow Only	97.00	
Tow/Scrap	200.00	
Tow/Auction	274.00	
Vehicle Storage	5.00	per day
OUIL:		
Basic	224.00	
& PD Accident	270.00	
& PI Accident	387.00	
& Fatal Accident	2722.00	
False Alarm (within one year period):		
First & Second Alarm	N/C	
Third Alarm	75.00	
Subsequent Alarms	145.00	
Inmate Housing	32.00 *	per day
Work Release	70.00	per week plus
	11.00	per work day
Tether Hook-up Cost	50.00	
Weekend Inmate	32.00	per day
Weekend Inmate processing	15.00	per weekend

* Individuals will receive a 50% discount if their account is paid in full within 30 days from date of invoice, a 40% discount if their account is paid in full within 31 to 60 days from date of invoice, and a 30% discount if their account is paid in full within 61 to 90 days from date of invoice.

Revised 4/20/2005
 Revised 11/17/2004
 Revised 1/21/2009
 Revised 11/16/2011
 Revised 4/17/2019
 Revised 1/01/2022

Sheriff Department Fee Schedule

<u>Description of Fee:</u>	<u>Current Fee</u>
Tether/Blood Alcohol Tester (based on hourly wage):	
Federal Minimum Wage - \$10.00	19.00 per day
\$10.01 - \$15.00	25.00 per day
\$15.01 - \$20.00	32.00 per day
\$20.01 and up	38.00 per day
Inmate Medical and Dental Fees:	
Nurse Visit	7.50
Doctor or Dentist Visit	25.00
Prescription Handling Fee	3.00
Emergency Room Treatment	As Billed
Medication	As Billed

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2021

**RESOLUTION TO APPROVE
EMERGENCY MANAGEMENT PERFORMANCE GRANTS AMERICAN
RESCUE PLAN ACT (EMPG ARPA) GRANT AMENDMENT**

Introduced by the Public Safety Committee

WHEREAS, the County received Emergency Management Performance Grant funding the Federal Emergency Management Agency passed-through the Michigan State Police for the period of October 1, 2020 through September 30, 2021; and

WHEREAS, the Department of Emergency Management has been notified that additional funding of up to \$16,619, is available for eligible expenditures for the same time period; and

WHEREAS, the grant would provide additional funding for the program manager's salary and fringe benefit costs.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the Department of Emergency Management to submit a grant amendment for an amount not to exceed \$16,619 for the period of October 1, 2020 to September 30, 2021; and

BE IT FURTHER RESOLVED, that the Controller be authorized to approve any necessary budget amendments to increase expenditures and increase grant revenue if the grant is approved by the State of Michigan; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners be authorized to sign any necessary documents.

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2021

RESOLUTION TO SCHEDULE PUBLIC HEARING FOR PROPOSED OFF-ROAD VEHICLE (ORV) ORDINANCE

Introduced by the Public Safety Committee

WHEREAS, the Eaton County Public Safety Committee has discussed and developed a proposed Off-Road Vehicle (ORV) ordinance as provided for in MCL 324.81131; and

WHEREAS, the statute requires a public hearing to be conducted before such an ordinance can be adopted by the Board of Commissioners; and

WHEREAS, the statute requires that such a public hearing be noticed by the County Clerk not less than 45 days prior to the public hearing to the county road commission, to the legislative body of each township and municipality located within the county, to the state transportation department if the road intersects a highway.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners hereby schedule a public hearing on the proposed Off-Road Vehicle (ORV) ordinance for Wednesday, February 16, 2022 at 7:00 pm; and

BE IT FURTHER RESOLVED, that Board of Commissioners directs the County Clerk to publish notice of this public hearing and provide specific notice to those entities and agencies as required by MCL 324.81131(2).

EATON COUNTY BOARD OF COMMISSIONERS

December 15, 2021

RESOLUTION TO APPROVE DCA-12-21-6

Introduced by the Public Works and Planning Committee

PREAMBLE: The Eaton County Land Development Code, an Ordinance adopted by the Commissioners of the County of Eaton pursuant to Public Act 183 of 1943, and administered pursuant to Public Act 110 of 2006, may be amended from time to time by following procedures outlined in Article 13 of the Development Code.

WHEREAS, The Eaton County Planning Commission initiated a petition for a Comprehensive Amendment to the Eaton County Land Development Code (zoning ordinance) to clarify the intent, update language and improve comprehension. Amendments are proposed to the following: Article 5 Definitions (amend Sections 5.3.3. C. and 5.3.18. R.), Article 6 General Provision (amend Sections 6.2.10. C., 6.5, 6.51, and add 6.5.5), Article 7 Land Development Districts (amend Section 7.2.2. C., 7.3.2 F., 7.4A.2 B., 7.4B.2 C., 7.4C.2 D., 7.5A.4), and Article 14 Specific Provisions and Requirements (amend Section 14.10 Educational Institutional and Government Facility and 14.25 Surface Mining); and

WHEREAS, the Eaton County Planning Commission held a duly advertised and noticed public hearing on **December 7, 2021**; and

WHEREAS, the Eaton County Planning Commission found the requested amendment to be consistent with the required findings of fact (Items A through G) contained in Section 13.6 of the Eaton County Land Development Code; and

WHEREAS, the Eaton County Planning Commission has taken action on **December 7, 2021** to recommend the adoption of the ordinance amendments for reasons stated at the meeting.

NOW THEREFORE BE IT RESOLVED that the Board of Commissioners of the County of Eaton, Michigan having considered the findings of facts and recommendations hereby:

APPROVES the request by Eaton County Planning Commission for a Comprehensive Amendment to the Eaton County Land Development Code (zoning ordinance) to clarify the intent, update language and improve comprehension to Article 5 Definitions (amend Sections 5.3.3. C. and 5.3.18. R.), Article 6 General Provision (amend Sections 6.2.10. C., 6.5, 6.51, and add 6.5.5), Article 7 Land Development Districts (amend Section 7.2.2. C., 7.3.2. F., 7.4A.2 B., 7.4B.2 C., 7.4C.2 D., 7.5A.4), and Article 14 Specific Provisions and Requirements (amend Section 14.10 Educational Institutional and Government Facility and 14.25 Surface Mining).

At the regular meeting of the Eaton County Board of Commissioners on December 15, 2021 the Resolution regarding the approval of said request was adopted.

Those voting Aye: _____

Those voting Nay: _____

Abstention: _____

Absent: _____

Motion carried.

Jeremy Whittum, Chairman
Eaton County Board of Commissioners

I hereby certify that the above Ordinance amending the Eaton County Land Development Code, which was approved, is a true and correct copy of that recorded in the official minutes of December 15, 2021 of the Eaton County Board of Commissioners.

Diana Bosworth, Clerk
Eaton County Board of Commissioners

EATON COUNTY LAND DEVELOPMENT CODE

ZONING ORDINANCE AMENDMENT DCA-12-21-6

District Change Amendment DCA-12-21-6 to amend the Land Development Code (Zoning Ordinance) of Eaton County, as enacted in 1981 pursuant to the provisions of Public Act 110 of 2006, as amended.

An application for a District Change Amendment for a Comprehensive Amendment to the Eaton County Land Development Code (zoning ordinance) to clarify the intent, update language and improve comprehension. Amendments are proposed to the following: Article 5 Definitions (amend Sections 5.3.3. C. and 5.3.18. R.), Article 6 General Provision (amend Sections 6.2.10. C., 6.5, 6.51, and add 6.5.5), Article 7 Land Development Districts (amend Section 7.2.2. C., 7.3.2. F., 7.4A.2. B., 7.4B.2. C., 7.4C.2 D., 7.5A.4), and Article 14 Specific Provisions and Requirements (amend Section 14.10 Educational Institutional and Government Facility and 14.25 Surface Mining).

WHEREAS, the Eaton County Planning Commission held a duly advertised and noticed public hearing on **December 7, 2021**; and

WHEREAS, the Eaton County Planning Commission has taken action on **December 7, 2021** to recommend approval of the text amendment:

WHEREAS, after careful consideration of the amendment, the Eaton County Board of Commissioners approved the aforementioned text amendment as follows:

Yeas _____
Nays _____
Abstaining _____
Absent _____

I, Diana Bosworth, Clerk for the County of Eaton, do hereby certify that the above and foregoing is a true copy of the amendment to the Eaton County Land Development Code (Zoning Ordinance), as amended and passed by the Eaton County Board of Commissioners on **December 15, 2021** and now on record in the office of the Clerk of said County.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of said County at the City of Charlotte, Michigan, the

_____ day of _____, 2021

Jeremy Whittum, Chairman
Eaton County Board of Commissioners

Diana Bosworth, Clerk
Eaton County Board of Commissioners

PROPOSED TEXT AMENDMENT TO THE EATON COUNTY LAND DEVELOPMENT CODE

Additions are shown in ***bold italic print*** and deletions are shown by ~~strikeout print~~.

All suggested changes are highlighted.

Proposed changes to Section 5.3 and Section 6.5 to allow for occupancy of a recreational unit (per the proposed definition below) on property for up to four (4) months and to allow for occupancy of a camping unit or recreational unit on property for no more than 30 consecutive days.

ARTICLE 5 DEFINITIONS AND INTERPRETATIONS:

SECTION 5.3 DEFINITIONS

5.3.3 C

Camping Unit: A tent, pop-up camper, truck camper or similar structure used for recreation or vacation purposes.

5.3.18 R

Recreational Unit: A vehicular-type portable structure without a permanent foundation that can be towed, hauled or driven and is primarily designed as a temporary living accommodation for recreational and camping purposes. Recreational Units are limited to travel trailers, fifth wheel trailers and motor homes.

ARTICLE 6 GENERAL PROVISIONS:

SECTION 6.5 TEMPORARY HOUSING ~~PERMITS AND BUILDINGS~~

No building or structure hereafter erected or moved upon a lot, and which does not meet the requirements of this Ordinance, shall be used or occupied as a dwelling. No garage, barn, or accessory buildings, ~~travel trailer, motor home, or cellar,~~ ***camping or recreational units***, whether fixed or portable, shall be used or occupied as a dwelling for a period of time greater than thirty (30) consecutive days within a one (1) year period. The Land Development Code Official may issue temporary ***housing permits*** subject to the following procedures and limitations:

6.5.1 Temporary Housing and Buildings: ***Shall not be located within the area required for the front yard setback pursuant to Section 7.7.3 of this Ordinance, and shall comply with Section 7.7 (Table A) except be no closer than ten (10) feet from other buildings or any lot line.***

6.5.1 6.5.2 Temporary Housing During Construction: The Development Official may grant thirty (30) day permits to reside in a temporary dwelling such as a travel trailer, motor home, cellar, garage, barn, or accessory structure when the occupant is actively constructing a site-built single family dwelling, provided that the temporary accommodations meet requirements of public health and construction code. These permits shall not exceed three-hundred-sixty (360) consecutive or nonconsecutive days during the construction of the dwelling. The temporary dwelling permit shall not be granted nor extended if construction ceases or the property is found in violation of any Local, State or Federal regulations.

6.5.2 6.5.3 Temporary Housing for Emergency Reasons: When a dwelling is destroyed by fire, collapse, explosion, acts of God, or acts of a public enemy to the extent that it is no

longer safe for human occupancy as determined by the Building Official, a Temporary Housing Permit for an approved single-wide mobile home as defined in Section 16.2.2 of this Ordinance shall be issued by the Development Code Official upon the request of the owner at the time of destruction. The Temporary Housing/Emergency Housing permit may be granted for not more than one (1) year provided the destroyed dwelling is located in the Resource Conservation (RC), Limited Agricultural (LA) or Low Density Residential (R-1) Land Development Districts.

6.5.3 6.5.4 Temporary Housing for Medical Reasons: A person(s) may make application to the Land Development Code Official to occupy an approved single wide mobile home (per article 16.2), an accessory dwelling unit (per article 6.2.10) as an accessory use to the principal dwelling, or a travel trailer, fifth wheel trailer or motorhome in the Resource Conservation (RC), Limited Agricultural (LA), and Low Density Residential (R-1) Districts if a medical condition exists such that said occupant requires continued supervision. Such medical conditions shall be attested to by a licensed physician, stating the nature of the disorder and specifying the level and type of continued care needed by the patient. The Land Development Code Official shall act on all such applications and either grant with certain restrictions or deny the same. A Temporary Housing Permit shall be granted if the Development Code Official finds adequate evidence of the need for supervision, that the proposed location of use will not be detrimental to property in the immediate vicinity, and the Barry-Eaton Health Department has approved the water supply and sanitary facilities. Economic hardship or considerations shall not in itself be grounds for authorization of a temporary housing permit. The temporary housing permit is issued to the party with the medical condition and is for the applicant's use only and not transferable to any other owner or occupant. The Temporary Housing Permit shall state that the temporary house shall be removed within one hundred eighty (180) days after the recovery, relocation or death of the applicant. Temporary houses shall be located within two-hundred (200) linear feet of the dwelling occupied by the person providing the continued supervision. The decision of the Land Development Code Official is subject to appeal under the provision of Section 4.6.1 of this Ordinance.

6.5.5 Temporary Housing: *The owner of a property may make application to the Land Development Code Official to allow for occupancy of a recreational unit (as defined in Section 5.3.18 R) in the Resource Conservation (RC) or Limited Agricultural (LA) Zoning Districts. There must be a primary dwelling located on the property and the primary dwelling driveway must be used (no new driveways may be constructed). Approval from the Barry Eaton District Health Department for the water supply and sanitary facilities must also be obtained. A Temporary Housing Permit shall not exceed four (4) months in a one (1) year period. The permit may be applied for annually.*

6.5.4 6.5.6 Temporary Buildings & Storage Containers: Mobile offices, tool sheds, storage trailers and storage containers, shall be permitted during the time of actual construction, provided they are located pursuant to Section 6.2.10 of this Ordinance, and are in compliance with the Barry-Eaton District Health Department Sanitary Code. Said structures and storage containers shall be removed within twelve (12) working days after the completion or abandonment of construction work on the property.

Proposed changes to allow Accessory Dwelling Units to be reviewed and approved by staff instead of conducting a public meeting of the Site Plan Review Committee (a subcommittee of the Planning Commission).

ARTICLE 6 GENERAL PROVISIONS:

SECTION 6.2 GENERAL REGULATIONS AND SPECIFICATIONS

6.2.10 Accessory Uses, Buildings and Structures: Accessory uses, buildings, and structures that are customarily incidental to that of the principal use of a parcel shall be permitted provided said accessory uses, buildings, and structures are not otherwise regulated by this Ordinance and are in compliance with the following:

- C. **Accessory Dwelling Unit:** ~~When approved through a Site Plan Approval per this ordinance, a~~ **A person may make application to the Land Development Code Official to construct an accessory** dwelling unit for the purpose of housing a relative or domestic employee of the owner occupied principal dwelling structure. There may be no more than one accessory dwelling unit per a parcel. The Accessory Dwelling Unit may be no larger than 720 square feet and no smaller than 350 square feet per unit including kitchen and sanitary facilities. The accessory dwelling unit may be attached or detached from the principal structure. If attached it shall be considered part of the principal building and shall conform to the site development standards of the land development district in which the structure is located. If it is detached, accessory dwelling units may be no closer than 10 feet to any structure and no further than 200 linear feet from the principle dwelling structure and shall conform to the site development standards of the land development district in which the structure is located.

Proposed changes to Article 7 to change Mobile Homes to Manufactured Homes and to site the correct Section of the Ordinance in the following Districts: Resource Conservation, Limited Agriculture, Low Density Residential, Medium Density Residential, and High Density Residential.

ARTICLE 7 LAND DEVELOPMENT DISTRICTS:

- Section 7.2.2 C. ~~Mobile~~ **Manufactured** Home Dwelling as provided in Section 16.53 of this Ordinance
- Section 7.3.2 F. ~~Mobile~~ **Manufactured** Home Dwelling as provided in Section 16.53 of this Ordinance
- Section 7.4A.2 B. ~~Mobile~~ **Manufactured** Home Dwelling as provided in Section 16.53 of this Ordinance
- Section 7.4B.2 C. ~~Mobile~~ **Manufactured** Home Dwelling as provided in Section 16.53 of this Ordinance
- Section 7.4C.2 D. ~~Mobile~~ **Manufactured** Home Dwelling as provided in Section 16.53 of this Ordinance

Also proposed changes to Section 7.5 Local Business District (C-1) to add Construction Contractors Establishment and Storage of Heavy Equipment as provided in Section 14.29. This use is provided for with a Conditional Use Permit on Limited Agricultural land and by Site Plan Approval on General Business (C-2) land.

SECTION 7.5 COMMERCIAL DISTRICTS

7.5.1 Intent and Purpose: It is the intent of the Local Business District (C-1) and the Regional Commercial District (C-2) to meet the commercial and convenience shopping needs of neighborhoods and the larger region, respectively. These districts provide for a variety of business and office uses in clustered functional centers located near major arterial streets in a limited number of locations in order to avoid strip and spot commercial development, lessen congestion on public streets, protect adjacent non-commercial land uses, and to promote the economic viability of commercial uses.

7.5A. LOCAL BUSINESS DISTRICT (C-1)

7.5A.1 Intent and Purpose: The Local Business (C-1) District is intended to serve the limited convenience shopping needs of the immediate neighboring area, and is intended to permit light, non-nuisance types of commercial activity that would have slight impact on the abutting area. In addition, the service areas are such that the permitted uses are not of a community wide or regional nature.

7.5A.2 Uses Permitted by Right: No building or land shall be used, and no building or land shall be erected except for one or more of the following specified uses, unless otherwise provided for in this Ordinance:

- A. **Accessory Uses** as provided in *Subsection 6.2.10* of this Ordinance.
- B. **Business Service Establishment** as defined in *Article 5* of this Ordinance.
- C. **Convenience Commercial Establishment** as provided in *Section 14.6* of this Ordinance.
- D. **Financial Institution** as defined in *Article 5* of this Ordinance, without drive through service.
- E. **General Retail Sales Establishment** as defined in *Article 5* of this Ordinance.
- F. **Government Facility** as provided in *Section 14.10* of this Ordinance.
- G. **Personal Service Establishment** as defined in *Article 5* of this Ordinance.
- H. **Religious Institutions** as provided in *Section 14.22* of this Ordinance.
- I. **Uses similar** to the above uses permitted by right.

7.5A.3 Uses Permitted by Site Plan Approval pursuant to Article 8 of this Ordinance:

- A. **Commercial Recreation Facility** as defined in *Article 5* of this Ordinance.
- B. **Educational Institutional**, including public and private schools, as provided in *Section 14.10* of this Ordinance.
- C. **Financial Institution** as defined in *Article 5* of this Ordinance, with drive through service.
- D. **Funeral Home and Mortuary** as defined in *Article 5* of this Ordinance.
- E. **Office Building** as defined in *Article 5* of this Ordinance.
- F. **Restaurants** as defined in *Article 5* of this Ordinance, excluding those with drive through service.

- G. **Foster Care Facility** as provided in *Section 14.4* of this Ordinance.
- H. **Veterinary Hospital, Clinic, and Kennel** as provided in *Section 14.1* of this Ordinance.
- I. **Rental Storage Buildings** as provided in *Section 14.26* of this Ordinance.
- J. **Light Automotive, Small Engine Repair & Automotive Body Shop** as provided in *Section 14.37* of this Ordinance.
- K. **Uses similar** to the uses herein permitted by Site Plan Approval.

7.5A.4 Uses Permitted by Conditional Use Permit pursuant to Article 9 of this Ordinance:

- A. **Community Service Facility** as provided in *Section 14.5* of this Ordinance.
- B. **Customary Agricultural Operation** as defined in *Article 5* of this Ordinance if compatible with surrounding uses.
- C. **Motor Fuel Service Station** as provided in *Section 14.19* of this Ordinance.
- D. **Parks and Recreational Facilities** as defined in *Article 5* of this Ordinance.
- E. **Planned Unit Development (PUD)** as provided in *Article 15* of this Ordinance.
- F. **Communication Towers and Antennas** as provided in *Section 14.27* of this Ordinance.
- G. **Restaurants** as defined in *Article 5* of this Ordinance, including those with drive through service.
- H. **Indoor Video Archery Hunting Range** as provided in *Section 14.34* of this Ordinance.
- I. **Construction Contractors Establishment and storage of heavy equipment as provided in Section 14.29 of this Ordinance.**
- J. **Uses similar** to the above uses permitted by Conditional Use Permit.

Changes proposed to allow for accessory structures under Section 14.10 (with no public use) to have less restrictive property line setbacks. This does not include the road right-of-way which will remain fifty (50) feet.

ARTICLE 14 SPECIFIC PROVISIONS AND REQUIREMENTS:

SECTION 14.10 EDUCATIONAL INSTITUTIONAL AND GOVERNMENT FACILITY

14.10.1 Definitions:

- A. Educational Institution: A public or private accredited kindergarten through twelfth grade school, college, trade, or business school, nursery school, pre-school, or day care facility, and/or related administrative offices, excluding maintenance garage.
- B. Government Facility: A facility under the operational control of a governmental unit, specifically a Township, City, Village, County, State, the United States Government, or some combination of governmental units, including, but not limited to, offices, libraries, museums, town halls, post offices, courts, and civic centers; excluding, vehicle and equipment maintenance and correctional institutions.

14.10.2 Regulations and Conditions:

- A. No building **for public use** shall be closer than fifty (50) feet to any property or street right-of-way line. **Accessory buildings for storage must meet the requirements of Section 6.2.10 B.**
- B. Family and Group day care homes are exempt from this

requirement, but must meet the required setbacks for the zoning district ~~they are located in.~~ ***in which they are located.***

- B. Group day care homes must meet the requirements in section MCL 125.3206 of PA 110 of 2006.
- C. No more than twenty-five (25%) percent of the gross site area shall be covered by buildings.
- D. All signs shall comply with *Article 11* of this Ordinance.
- E. All off-street parking shall comply with *Article 10* of this Ordinance.

Changes proposed to Surface Mining to allow for property screening at the Planning Commissions discretion and to add a provision requiring a sign on the property with mine contact information.

ARTICLE 14 SPECIFIC PROVISIONS AND REQUIREMENTS:

SECTION 14.25 SURFACE MINING

14.25.5 Site Development Requirements:

- A. Setbacks in which no part of the mining operation may take place, except for ingress and egress shall be as follows:
 - 1. Excavation shall not take place within fifty (50) feet from any structure.
 - 2. Excavation below the existing grade of adjacent roads or property lines shall not take place within twenty-five (25) feet from any adjacent property line or road right-of-way.
 - 3. No machinery will be erected or maintained within one hundred (100) feet of any property or road right-of-way line.
- B. ~~Fencing~~ **Screening**: If ~~fencing~~ **screening** is deemed a necessary requirement of the Conditional Use Permit, the Planning Commission shall specify the type and location of the required ~~fencing~~ **screening**. ***Screening may be any combination of fencing, berms, or plantings as determined by the Planning Commission. The Planning Commission shall take into account the scale of the operation, the population density in the surrounding area, neighboring residential districts, or otherwise occupied properties.***
- C. Interior access roads, parking lots, haul road, loading and unloading areas and stockpiled materials shall be maintained so as to limit the nuisance caused by wind blown dust.
- D. Hours of operation shall be Monday through Friday from 7:00 a.m. to 6:00 p.m. and Saturday from 7:00 a.m. to 12:00 p.m.

No hours of operation on Sundays or the following holidays:

- (1) New Year's Day - January 1st
- (2) Memorial Day – Last Monday of May
- (3) Independence Day – July 4th
- (4) Labor Day – First Monday in September
- (5) Thanksgiving Day – Fourth Thursday in November
- (6) Christmas Day – December 25th

E. Signage: Signage shall be placed where it is visible and legible at the entrance to the site. It shall be weather durable and not exceed six (6) square feet in size. The sign shall include the name and address of the surface mine owner/operator, a phone number, and contact person from whom additional information may be obtained. Additional signage for identification of the business shall be per Section 11 of this Ordinance.

E.F Failure to maintain all required State or Federal licenses and/or to develop and maintain a surface mining operation in accord with the terms of the conditional use permit may result in the immediate revocation of said conditional use permit and any and all other sanctions and/or penalties available to the County.

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2021

RESOLUTION TO APPROVE CONTRACT FOR BATTERY RECYCLING

Introduced by the Public Works and Planning Committee

WHEREAS, the County is charged by the Public Act 451, Part 115, as amended, Eaton County Solid Waste Management Plan Update of February 1999 to enhance the separation, collection, and utilization of materials to increase the percentage of the solid waste stream diverted; and,

WHEREAS, the County Department of Resource Recovery operates a household battery collection program, which diverts potentially hazardous materials from improper disposal; and,

WHEREAS, the Department of Resource Recovery currently utilizes, Battery Solutions, LLC to recycle all household batteries brought to Eaton County collection sites per Federal and State guidelines and in accordance with the proposal submitted to the Department of Resource Recovery; and

WHEREAS, the County Department of Resource Recovery recommends extending the current contract through December 31, 2022; and

WHEREAS, the Public Works and Planning Committee recommended this contract be extended between the County and Battery Solutions, LLC for a one-year period at its regular meeting held on December 8, 2021; and

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners officially approves the recommended contract extension.

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2021

RESOLUTION TO APPROVE A MICHIGAN DEPARTMENT OF ENVIRONMENT GREAT LAKES AND ENERGY SCRAP TIRE RECYCLING EXTENSION

Introduced by the Public Works and Planning Committee

WHEREAS, the Resource Recovery Department has been established for the development and administration of the County Solid Waste Management Plan under Act 641; and

WHEREAS, key components of the Resource Recovery Department include increasing the amount of materials recycled; and

WHEREAS, the Michigan Department of Environment Great Lakes and Energy has awarded Eaton County with a Scrap Tire Recycling Grant designed to provide assistance in the removal of residential scrap tires; and

WHEREAS, the County has been notified of the availability of excess funds within its FY2020-2021 grant award; and

WHEREAS, the Michigan Department of Environment Great Lakes and Energy has proposed an extension to the terms of the current grant to December 31, 2022 in order to provide the availability to utilize said excess funds.

NOW, THEREFORE, LET IT BE RESOLVED that Eaton County approves the extension of the Scrap Tire grant; and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners, or his designee, is authorized to sign any necessary grant documents; and

BE IT FURTHER RESOLVED, that the Controller is authorized to make budgets amendments to the adopted budget, in the event the grant is authorized.

EATON COUNTY BOARD OF COMMISSIONERS

December 15, 2021

**RESOLUTION TO PRIORITIZE PROPERTY FOR
SUBMISSION TO MICHIGAN AGRICULTURAL PRESERVATION FUND BOARD
FOR PURCHASE OF DEVELOPMENT RIGHTS GRANT FUNDS**

Introduced by the Public Works and Planning Committee

WHEREAS, a PDR Ordinance was adopted by the Eaton County Board of Commissioners on April 16, 2003, as amended December 16, 2020, to preserve farm land and open space; and

WHEREAS, the Eaton County Farmland and Open Space Preservation PDR Program ("Program") is qualified to apply to the Michigan Agricultural Preservation Fund; and

WHEREAS, the Eaton County Purchase of Development Rights Committee scored, ranked and prioritized two applications in a public meeting on December 6, 2021, for consideration into the Program; and

WHEREAS, the Purchase of Development Rights Committee recommends both applications for submission to the Michigan Agricultural Preservation Fund Board for Purchase of Development Rights Grant Funds; and

WHEREAS, only application property owners willing to follow the Michigan Preservation Fund Board Guidelines will be awarded involvement in the Program.

NOW THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners hereby approves and authorizes Community Development Department staff to prepare and submit an application to include these parcels (as recommended by the PDR Committee and attached to this Resolution) to the Michigan Agricultural Preservation Fund Board for Purchase of Development Rights Grant Funds.

Purchase of Development Rights Committee
Parcel Prioritization Summary 2021

Application Summary:

2 Applications were received from the same property owner and both were reviewed during a public meeting on December 6, 2021. Property owners within 300 feet of the application properties were notified of the meeting, no public was received and no public was present at the meeting.

The 2 applications are both located in Eaton Rapids Township and totaled approximately 246.7 acres of land.

PDR Committee Recommendation:

The Committee recommends both applications be submitted to the State of Michigan. Total acreage of the parcel in the two applications is approximately 246.7.

#1 Jeffery and Kasandra Waldron (2 contiguous parcels) 171.96 acres – Eaton Rapids Twp
#2 Jeffery and Kasandra Waldron 74.74 acres – Eaton Rapids Twp

December 8, 2021

PUBLIC WORKS & PLANNING COMMITTEE

Parks & Recreation Commission - 3 year term expiring December 31, 2024 –
Christopher Arndt

Eaton County Transportation Authority - 3 year term expiring December 31, 2024 –
Vicky Beers - representing NW Quadrant

Purchase of Development Rights Selection Committee – 2 Year Term expiring December 31, 2023 –
Ellen Lambright
James Garvey

Brownfield Redevelopment Authority Board – 3 Year Term expiring December 31, 2024 –
Robert Sepeter
Tim Cattron
Charamy Cleary

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2021

**RESOLUTION TO APPROVE DELTA TOWNSHIP CORRIDOR IMPROVEMENT
AUTHORITY TAX SHARING AGREEMENT**

Introduced by the Ways and Means Committee

WHEREAS, the Delta Township Board of Trustees held a public hearing on November 15, 2021, for the purpose of adopting an Ordinance creating a Corridor Improvement Authority (CIA) and establishing the boundaries of the CIA district; and

WHEREAS, Eaton County property tax revenues are subject to capture by a Tax Increment Financing (TIF) Plan that may be proposed by the Delta Township CIA and approved by the Delta Township Board of Trustees; and

WHEREAS, pursuant to MCL 125.4618 (5), Eaton County may exempt its property taxes from capture by the Delta Township CIA by adopting a Resolution to that effect within sixty (60) days of the November 15, 2021 public hearing, which Resolution takes effect when filed with the Delta Township Clerk; and

WHEREAS, pursuant to MCL 125.4618(3), Eaton County may enter into agreements with the Delta Township CIA and the Delta Township Board of Trustees to share a portion of the County's captured taxable value of the CIA district; and

WHEREAS, it is the policy of Eaton County not to permit the capture of County property tax revenues in any new or amended TIF Districts unless the Board of Commissioners has approved a Tax Sharing Agreement with the CIA and the affected municipality; and

WHEREAS, Delta Township and the Delta Township CIA have proposed a tax-sharing agreement, attached and hereby included by reference, to allow for the capture of eighty (80%) percent of the incremental tax increases; and

WHEREAS, the remaining twenty (20%) percent of incremental tax increases would be returned to the County; and

NOW, THEREFORE, BE IT RESOLVED, that pursuant to MCL 125.4618 (5), Eaton County hereby exempts its property taxes from capture by the Delta Township CIA; and

BE IT FURTHER RESOLVED, that Eaton County approves the proposed tax-sharing agreement between the Delta Township CIA and the Delta Township Board of Trustees, pursuant to MCL 125.4618(3) to share a portion of the captured taxable value of the CIA District, attached to this resolution; and

BE IT FURTHER RESOLVED, that the County Clerk is directed to provide the Clerk of Delta Township with a copy of this resolution.

**TAX SHARING AGREEMENT
BETWEEN DELTA TOWNSHIP, THE DELTA TOWNSHIP CORRIDOR
IMPROVEMENT AUTHORITY, AND EATON COUNTY**

THIS TAX SHARING AGREEMENT made as of the ____ day of _____, 2021, by and between DELTA TOWNSHIP, a Michigan charter township, whose address is 7710 West Saginaw Highway, Lansing, MI 48917 (the “Township”), the DELTA TOWNSHIP CORRIDOR IMPROVEMENT AUTHORITY, a Michigan public authority, whose address is 7710 West Saginaw Highway, Lansing, MI 48917 (the “CIA”) and EATON COUNTY, 1045 Independence Blvd. #105, Charlotte, MI 48813 (the “County”)(together, the “Parties”).

RECITALS:

WHEREAS, the CIA is a corridor improvement authority incorporated in 2021 by the Township pursuant to Part 6 of the Recodified Tax Increment Financing Act, Act 57 of the Public Acts of Michigan of 2018 (“Act 57” or the “Act”), MCL 125.4602 et seq; and

WHEREAS, the CIA is permitted by Act 57 to capture certain tax revenue from various taxing jurisdictions which are authorized to levy taxes on the property within the corridor improvement authority development area (the “Development Area”); and

WHEREAS, the CIA has requested that the County, and other affected taxing jurisdictions, consider permitting the capture of a portion of the County’s millage by the CIA to aid in the development of certain properties within the CIA’s Development Area; and

WHEREAS, the CIA is specifically authorized, pursuant to Section 618 of Act 57 (MCL 125.4618(3)) to enter into agreements with the taxing jurisdictions and the governing body of the municipality in which the development area is located to share a portion of the captured assessed value of the area to which the TIF capture applies (the “TIF Capture Area”); and

WHEREAS, in accordance with Section 618 of Act 57 (MCL 125.4618) and the Plan, the parties desire to enter into this Tax Sharing Agreement (the “Agreement”) to provide for the capture, by the CIA, of a portion of the County’s millage within the CIA’s Development Area (and more specifically, the TIF Capture Area), subject to the terms and conditions set forth in this Agreement.

WHEREAS, the Parties wish to enter into this Agreement, pursuant to the Act and Section 618(3) of the Act (MCL 125.4618(3)), to grant a limited waiver of the exemption from capture of the County’s property taxes, as set forth below.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Definitions.** Unless otherwise specifically indicated in this Agreement, the words and phrases used in this Agreement shall have the definitions attributed to them in Part 6 of Act 57. The following terms shall have the following meaning for purposes of this Agreement:

a. “Base Value” means the initial assessed value for all available real and personal property in the TIF Capture Area within the Development Area determined as of December 31, 2020, and finally equalized in May of 2021.

b. “TIF Capture Area” means the parcels located within the areas of the Development Area as depicted on the attached Exhibit B.

c. “Plan” means the CIA’s Development and Tax Increment Financing Plans, as depicted (attached as Exhibit A hereto) recommended by the CIA on September 13, 2021, and adopted by the Township on December 6, 2021, in accordance with Act 57, which sets forth the plans, projects, and improvements to be undertaken by the CIA in the Development Area, the taxes and revenues resulting from the assessed valuation and tax revenue captured by the CIA from properties located within the Development Area, and authorizes the CIA to enter into tax sharing agreements with affected tax jurisdictions.

2. **Development and Tax Increment Financing Plans.** The CIA and Township have adopted the Plan in accordance with Act 57 and provided a copy of the Plan, as adopted, to the County. The County acknowledges receipt of the Plan. The County makes no representation that the activities and projects described in the Plan are permissible or eligible for funding by tax revenues captured by the CIA under Act 57.

3. **Sharing of Captured Assessed Valuation and Tax Increment Revenues.** Pursuant to Section 618(3) of Act 57 and subject to the terms of this Agreement, the parties agree that, for the term of this Agreement, the CIA is permitted to capture the County’s millage subject to the terms and conditions set forth below. The Tax Increment Revenues shall be calculated based on the captured assessed valuation and the taxes levied by the County upon the date of this Agreement, including the County’s fixed allocated millage and specially voted millages. Any new additional specially voted millage approved by County electors after the date of this Agreement shall be exempt from this Agreement unless the County Board of Commissioners, in its sole discretion, adopts a resolution authorizing submitting such additional millage revenues to this Agreement and capture by the Authority.

a. Except as otherwise provided in this Agreement, the County shall receive and be paid first, the following:

(i) 20% of the County’s share/portion of capture resulting from any growth in value within the TIF Capture Area.

b. The Authority shall receive 80% of the County’s share/portion of capture resulting from any growth in value, if any, within the TIF Capture Area.

c. All amounts payable to the County pursuant to subparagraphs 3(a)(i) above, shall be made from available tax increment revenues, as determined by the Authority; provided, however, that the Authority shall provide written documentation to the County evidencing the basis for the calculation and determination of such tax increment revenues to be captured and paid to the Authority. To the extent that the County disagrees with the calculation and determination of amounts described herein, the County shall provide a written objection to the Authority, and representatives of the County and the Authority agree to meet within 30 days of the date of such notice by the County (or at some other agreeable date) to review such calculation and the basis for such calculation to resolve any discrepancy or disagreement. To the extent that the CIA has made an error in the calculation or determination of amounts to be captured by it, the CIA shall remit any such incorrect capture to the County within 30 days of such determination.

d. If, for any reason, the taxable value of any parcel in the Development Area that is subject to this Agreement falls below the Base Value, the Authority shall not be liable to the County for any amount for that parcel. The County agrees to hold the Authority harmless for any reduction in Base Value of any parcel within the Development Area.

e. The Authority acknowledges and agrees that there may not be an increase in taxable value in the Development Area sufficient to generate captured assessed value above the Base Value and, in such event, there would be no tax sharing of the County's millage in accordance with paragraph 3 above. Furthermore, the Township and the CIA acknowledge that the County millage is subject to application of the Headlee Amendment and voter approval and/or renewal and the amount of the County millage subject to tax sharing under this Agreement is, therefore, subject to change. The County shall not be liable to the Authority for any reduction of tax increment revenues due to application of the Headlee Amendment or voter approval or renewal of the County's millage at a rate less than the amount of the levy at the time of this Agreement, or any non-renewal of any such County millage.

f. The Township agrees that the Township's property tax millages are and shall remain subject to capture by the CIA for the duration of this Agreement, and that it has not opted out of the CIA Plan or the Plan Amendments.

g. The CIA shall expend the captured assessed value and incremental tax revenues derived from the County's millage in implementation of the projects contained in the CIA Development Plan on the effective date of this Agreement. Nothing in this Agreement shall prevent the CIA and the Township from changing the original allowable projects or estimated expenditures for allowable projects within the limits of the plan's defined project categories. However, any changes that expand the project categories listed in the original plan will render this Agreement subject to renegotiation at the request of the Township, CIA Board or Eaton County.

4. **Term.**

a. This Agreement and limited waiver shall automatically expire following the tax collections due in December 2042, unless otherwise extended by the Parties, at which time the assessed value and taxes due the Taxing Jurisdiction shall no longer be subject to capture.

b. This Agreement shall automatically expire upon expiration of the Plan and any extensions thereto and all capture of County tax revenue will cease upon such expiration. Upon expiration of this Agreement, the assessed value and taxes due to the County shall no longer be subject to capture or sharing with the Authority, and all millage revenues due to the County under Michigan law shall be paid to the County in accordance with law.

c. This Agreement may be extended by the mutual Agreement of the parties pursuant to a written agreement approved by each party's governing body. The County will consider future waivers of its exemption from property tax capture on a case-by-case basis.

d. Upon receipt by the CIA of \$43,837,995, from all taxing jurisdictions, unless otherwise agreed, the County's participation in the Plan and any extensions thereto shall cease and its portion of ad valorem property taxes that would otherwise be subject to capture will be exempt from further capture by the CIA, regardless of whether the Plan's capture duration of 20 years have passed.

5. **Future Plan Amendments Not Affecting this Agreement.** The parties acknowledge and agree that the CIA and the Township may, from time to time, further amend the Plan as they deem appropriate pursuant to Act 57. No such amendment shall have the effect of modifying the provisions of this Agreement, especially paragraph 3 relating to the sharing of tax increment revenues as set forth in this Agreement and such amendment to the Plan shall not have the effect of extending the term of this Agreement.

6. **Miscellaneous.**

a. **Interpretation.** This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties and approved by the County's Board of Commissioners. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. Without limiting the foregoing, the parties acknowledge and agree that the Recitals set forth above are integral to and a part of the Agreement and necessary to its proper interpretation.

b. **Assignment.** This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other parties, which shall not be unreasonably withheld.

c. **Notices.** Any notice, request, or other communication given pursuant to this Agreement to any party hereunder shall be in writing and shall be deemed given either when delivered personally, one (1) day after being sent by nationally-recognized overnight courier (with signature requirement) or two (2) days after being sent by certified first-class mail, return receipt requested, directly to the other parties at the address set forth above, unless a party has designated in writing a different address for the serving of notices by a notice given in compliance with this section.

d. **Waiver.** No delay on the part of any party hereto in the exercise of any right or remedy shall operate as a waiver of such right or any other right; a waiver on any one occasion shall not be construed as a bar to or waiver of any subsequent breach of the same or any other provision of this Agreement on a future occasion.

e. **Enforceability.** This Agreement shall be enforceable only by the parties hereto and no other person shall have the right to enforce any provision contained herein.

f. **Severability.** In case any one or more of the provisions contained in this Agreement or any document, instrument or agreement required hereunder should be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby. However, it is understood that for the capture of County tax increments and tax sharing as authorized under this Agreement there must be a legally adopted and valid Tax Increment and Development Plan in effect as called for in this Agreement.

g. **Governing Law.** This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Michigan.

h. **Conflict.** In the event of any conflict between this Agreement and the Plan, this Agreement shall control.

i. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed to be an original, but all such counterparts taken together shall constitute but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date above first written.

DELTA TOWNSHIP CORRIDOR IMPROVEMENT
AUTHORITY, a public body corporate

By: _____

Its: _____
Chair

By: _____

Its: _____
Secretary

DELTA TOWNSHIP, a Michigan charter township

By: _____

Its: _____
Supervisor

By: _____

Its: _____
Clerk

EATON COUNTY

By: _____

Its: _____
Chair

EATON COUNTY BOARD OF COMMISSIONERS

December 15, 2021

**RESOLUTION AUTHORIZING ENTRY OF PARTICIPATION AGREEMENTS IN
PARTIAL SETTLEMENT OF THE NATIONAL PRESCRIPTION OPIATE
LITIGATION**

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County, Michigan filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor)

AND WHEREAS the lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation*, MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge;

AND WHEREAS the Settling Defendants have negotiated proposed national settlement agreements (“Proposed Settlements”) with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Eaton County, Michigan’s lawsuit;

AND WHEREAS the Proposed Settlements contain significant equitable and monetary relief, including:

1. An agreement by Janssen that it will discontinue the manufacture and distribution of prescription opioids products for at least the next ten years;
2. An agreement by Janssen that it will suspend any lobbying efforts that concern prescription opioids products;
3. The creation of a National Clearinghouse for wholesale distributors that will assist in the detection, suspension and reporting of suspicious orders of prescription opioids products; and

4. The payment of up to \$26 billion (depending upon the level of participation of state and local governments in the Proposed Settlements) in funding installments over the next 18 years, the bulk of which will be dedicated to funding abatement and prevention strategies associated with the opioids public nuisance.

NOW THEREFORE, Eaton County, Michigan authorizes the execution of Participation Agreements for: 1. the Master Settlement Agreement with Janssen Pharmaceuticals, Inc.; and 2. the Master Settlement Agreement with the three wholesale distributor defendants (Cardinal, Amerisource Bergen and McKesson), both of which are listed and available to the public at <https://nationalopioidsettlement.com/>. Specimen copies of the material terms of the participation agreements are attached as an exhibit to this resolution.

Settlement Participation Form

Governmental Entity:	Eaton County	State:	MI
Authorized Official:	John Fuentes		
Address 1:	1045 Independence Blvd		
Address 2:			
City, State, Zip:	Charlotte, MI 48813		
Phone:	517-543-2122		
Email:	jfuentes@eatoncounty.org		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("Janssen Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

1. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
2. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

3. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

Subdivision Settlement Participation Form

Governmental Entity: <u>Eaton County</u>	State: <u>Michigan</u>
Authorized Official: <u>John Fuentes</u>	
Address 1: <u>1045 Independence Blvd.</u>	
Address 2:	
City, State, Zip: <u>Charlotte, MI 48813</u>	
Phone: <u>517-543-2122</u>	
Email: <u>jfuentes@eatoncounty.org</u>	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

1. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
2. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
3. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
4. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

1. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EATON COUNTY BOARD OF COMMISSIONERS

December 15, 2021

**RESOLUTION AUTHORIZING ENTRY OF STATE LOCAL GOVERNMENT
INTRASTATE AGREEMENT CONCERNING ALLOCATION OF SETTLEMENT
PROCEEDS IN THE NATIONAL OPIOIDS LITIGATION**

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County, Michigan filed a lawsuit in the United States District Court to address the public nuisance that is the Opioid Epidemic, which named, among other companies, the following four Defendants (“Settling Defendants”):

1. Janssen Pharmaceuticals, Inc. (a prescription opioids manufacturer);
2. Amerisource Bergen Corp. (a prescription opioids wholesaler distributor);
3. Cardinal Health, Inc. (a prescription opioids wholesaler distributor); and
4. McKesson Corporation (a prescription opioids wholesaler distributor)

AND WHEREAS the lawsuit was subsequently transferred to the United States District Court in the Northern District of Ohio and centralized as part of *In re National Prescription Opiate Litigation*, MDL 2804; Case No. 1:17-md-2804, which is presided over by the Honorable Dan Aaron Polster, United State Federal District Court Judge;

AND WHEREAS the Settling Defendants have negotiated proposed national settlement agreements (“Proposed Settlements”) with the State Attorneys General, and a Plaintiff Executive Committee-designated negotiating committee that represents approximately 4,000 local governments that have brought lawsuits similar to Eaton County, Michigan’s lawsuit;

AND WHEREAS the Proposed Settlements contain a “default” allocation method where settlement funds that are allocated to a particular state to resolve the claims asserted by state and local governments within that state are allocated as follows:

- 15% of settlement proceeds paid under the Proposed Settlements are allocable to the State;
- 15% of the settlement proceeds are allocable to local governments; and
- 70% of the settlement proceeds are allocable to an opioid abatement fund;

AND WHEREAS the Proposed Settlements enable the state and local governments within a State to negotiate alternative allocation methods to the “default” allocation method referenced above;

AND WHEREAS, Eaton County, Michigan desires to enter into an alternative allocation method which allocates settlement funds solely to:

1. Participating Local Governments who have elected to participate in the Proposed Settlements; and
2. the State of Michigan.

NOW THEREFORE, Eaton County, Michigan authorizes the execution of a Michigan State-Subdivision Agreement For Allocation of Distributor Settlement Agreement and Janssen Settlement Agreement substantially similar to the proposed agreement attached to this resolution. Eaton County, Michigan also authorizes execution of a similar state-subdivision agreement to the extent that it provides a substantially similar allocation of settlement or bankruptcy proceeds obtained from opioids litigation with any other entity.

MICHIGAN STATE-SUBDIVISION AGREEMENT FOR ALLOCATION OF DISTRIBUTOR SETTLEMENT AGREEMENT AND JANSSEN SETTLEMENT AGREEMENT

The People of the State of Michigan and its communities have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the pharmaceutical industry. The conduct of such Pharmaceutical Entities has caused, or contributed to the existence of, a public nuisance associated with the opioid public health epidemic.

The State, through its Attorney General, and Litigating Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold the Pharmaceutical Entities accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance by imposing the equitable remedy of nuisance abatement. The State and Litigating Local Governments litigated their claims in their proprietary, sovereign, and quasi-sovereign capacities.

To allocate monetary payments received from these Pharmaceutical Entities, the State and Litigating Local Governments agree to the following State-Subdivision Agreement:

I. Definitions

As used in this Agreement:

- A. “Administrative Fund” is 0.3% of the Local Government Share.
- B. “Actual Attorney Fees” are the aggregate contingent fees paid to a Local Litigating Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Actual Total Recovery for Calculating Attorney Fees. This does not include any fee payments for common benefit work as defined by the Settlements.

- C. “Actual Total Recovery for Calculating Attorney Fees” is the aggregated monetary recovery that a Litigating Local Government receives, based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund, Special Circumstance Fund plus the aggregate amount paid by the Litigating Local Government Attorney Fee Fund. For the avoidance of doubt, this may be expressed mathematically as Final Allocation Percentage x (Local Government Share – aggregate Administrative Fund – aggregate Special Circumstance Fund + aggregate paid by LLGAFF).
- D. “Agreement” is this State-Subdivision Agreement.
- E. “De minimis-share Local Government” is a Participating Local Government whose Final Allocation Percentage is less than .0023%.
- F. “Final Allocation Percentage” is a Participating Local Government’s Allocation Percentage as modified by the Litigation Adjustment. Attached as Exhibit A is an estimated projection of the Final Allocation Percentage for each Local Government, assuming that all Local Governments elect to participate in the Settlement.
- G. “Litigating Local Government Attorneys” are the law firms who were retained by the Litigating Local Governments.
- H. “Litigating Local Government Attorney Fee Fund” (“LLGAFF”) is an adjustable percentage of the Local Government Share set aside for Projected Attorney Fee installment payments.
- I. “Litigating Local Governments” are the entities located in the geographical boundaries of the State of Michigan that are listed in Exhibit C of the Settlements.

- J. “Litigation Adjustment” is the adjusted component distributed to Litigating Local Governments in recognition of the commitment of time, resources, and assumption of risk in litigation.
- K. “Local Government Share” is the portion of the Settlement Payments payable to Participating Local Governments pursuant to this Agreement.
- L. “Local Governments” are the entities located within the geographic boundaries of the State of Michigan and identified in Exhibit C or G of the Settlements.
- M. “National Contingency Fee Fund” is the Contingency Fee Fund established and defined by Exhibit R of the Settlements.
- N. “National Fund Administrator” is the Settlement Fund Administrator as defined by the Settlements.
- O. “Neutral Special Master” is an independent mediator selected by the State.
- P. “Opioid Remediation” is the term as defined by the Settlements.
- Q. “Participating Local Governments” are the Local Governments who have signed a Participation Agreement in the Settlements.
- R. “Parties” are the State and the Litigating Local Governments. The singular word “Party” shall mean either the State or Litigating Local Governments.
- S. “Pharmaceutical Entities” are the “Released Entities” as defined by the Settlements.

- T. “Preliminary Allocation Percentage” is the percentage listed for a Participating Local Government in Exhibit G of the Distributor Settlement Agreement.
- U. “Projected Attorney Fees” are the anticipated contingent fees paid to a Litigating Local Government Attorney for work performed for a Litigating Local Government for the Settlements and associated litigation, based on a Litigating Local Government’s Projected Total Recovery for Calculating Attorney Fees. This does not include any fee payments for common benefit work as defined by the Settlements.
- V. “Projected Total Recovery for Calculating Attorney Fees” is the aggregated monetary recovery that a Litigating Local Government is projected to receive based on that Litigating Local Government’s Final Allocation Percentage and aggregate Local Government Share less the aggregate amounts for the Administrative Fund and Special Circumstance Fund. For the avoidance of doubt, this may be expressed mathematically as $\text{Final Allocation Percentage} \times (\text{Local Government Share} - \text{aggregate Administrative Fund} - \text{aggregate Special Circumstance Fund})$.
- W. “Settlements” are the Distributor Settlement Agreement and Janssen Settlement Agreement.
- X. “Settlement Payments” are scheduled monetary payments received through the Settlements.
- Y. “Special Circumstance Fund” is 5% of the Local Government Share.
- Z. “State” is the State of Michigan acting through its Attorney General or her designees.
- AA. “State Share” is the portion of the Settlement Payments payable to the State pursuant to this Agreement.

II. Terms

1. Participation in Settlements: The Parties agree that Litigating Local Governments, to participate in the Settlements, will execute a Participation Agreement.
2. Opioid Remediation: All Settlement Payments shall be utilized by Participating Local Governments and the State for Opioid Remediation, except as otherwise allowed by the Settlements. A minimum of 70% of Settlement Payments must be used solely for future Opioid Remediation.
3. Distribution: Settlement Payments are allocated as follows:
 - 50% of Settlement Payments to the Local Government Share
 - 50% of Settlement Payments to the State Share
4. Local Government Share Offset: Prior to Participating Local Governments receiving their Final Allocation Percentage of the Local Government Share, amounts will be deducted for the following funds:
 - Administrative Fund
 - Litigating Local Government Attorney Fee Fund
 - Special Circumstance Fund
5. Litigation Adjustment: The Parties recognize that the Litigating Local Governments expended time, resources, and assumed risk in the pursuit of litigation against the Pharmaceutical Entities. In recognition of this commitment and contribution to a Settlement, the Litigating Local Governments are entitled to a Litigation Adjustment of an additional percentage of their Preliminary Allocation Percentage, as follows:
 - 16% for Litigating Local Governments that served as a bellwether or filed suit in 2017

- 12% for Litigating Local Governments that filed suit in 2018
 - 8% for Litigating Local Governments that filed suit in 2019
6. Accelerated Participation Payments: Prior to the distribution of the State Share, the National Fund Administrator shall allocate the aggregate projected recovery for all De minimis-share Local Governments from the State Share to those De minimis-share Local Governments. This allocation shall be made in the first Settlement Payment. In subsequent Settlement Payments, the National Fund Administrator shall direct distributions of all De minimis-share Local Governments to the State Share.
 7. Non-Participant Reallocation: If a non-county Local Government does not participate in the Settlements, then that non-county Local Government's share shall revert to the county(ies) in which it is located. If a county Local Government does not participate in the Settlements, that county's share shall be reallocated to the Participating Local Governments.
 8. Attorney Costs: To the extent that Litigating Local Government Attorneys receive cost reimbursement from the National Contingency Fee Fund, then such reimbursed costs shall be deducted from any remaining entitlement to costs as provided under individual retention agreements.
 9. Attorney Fees:
 - a. Attorney fee payments are only paid in years where Settlement Payments received are greater than \$0.00.
 - b. Projected Attorney Fees shall be calculated as 15% of a Litigating Local Government's Projected Total Recovery for Calculating Attorney Fees. Projected Attorney Fees shall be paid in installments over the first seven Settlement Payments.

- c. Litigating Local Government Attorneys must apply to the National Contingency Fee Fund and seek the maximum allowable contribution to their fee. To the extent that a Litigating Local Government Attorney applies to the National Attorney Contingency Fee Fund and the National Attorney Contingency Fee Fund does not pay the Projected Attorney Fee installment payment, the LLGAFF shall pay the deficiency for that installment. If a Litigating Local Government Attorney does not apply to the National Attorney Contingency Fee Fund, the LLGAFF shall not pay any deficiency.
- d. Actual Attorney Fees shall be no greater than 15% of a Litigating Local Government's Actual Total Recovery for Calculating Attorney Fees.
- e. If a Litigating Local Government's Actual Total Recovery for Calculating Attorney Fees is less than the Projected Total Recovery for Calculating Attorney Fees, the Litigating Local Government Attorney shall return the amount received that is greater than 15% of the Litigating Local Government's Actual Total Recovery for Calculating Attorney Fees.

10. Special Circumstance Fund:

- a. Applications to receive additional funding for any local impact of the opioid epidemic that is not captured by a Local Government's Allocation Percentage may be submitted to the Neutral Special Master for consideration. The Neutral Special Master will decide the additional funding to be paid, if any, to all applicants on an application-by-application basis. Any additional funding allocated under this paragraph shall only be paid from the Special Circumstance Fund. Initial applications to the Special Circumstance Fund shall be made by March 30, 2022 and reviewed for allocation determination by the Neutral Special Master. The allocation decisions of the Neutral Special

Master shall be final and not appealable. Notwithstanding the foregoing, Local Governments may submit applications to revise the Special Circumstance Fund allocation determinations on March 29, 2030 to reflect changes in circumstances, and the Neutral Special Master may prospectively adjust the allocation of the Special Circumstance Fund at that time. Local Governments are limited to one application prior to March 30, 2022 and one subsequent application on March 29, 2030. Application to the Special Circumstance Fund may not be made with the express purpose of offsetting the Litigation Adjustment. The Neutral Special Master shall be paid solely from the Administrative Fund.

- b. Attorney fees may be assessed on a Special Circumstance Fund allocation. To the extent that an attorney asserts a contingency fee interest upon a Special Circumstance fund allocation, that fee interest shall be capped at 15% of the fund allocation. Payment of attorney fees for a Special Circumstance fund allocation are the responsibility of the Participating Local Subdivision.

- 11. Allocation of Remaining Local Government Share: The remainder of the Local Government Share after offsets shall be distributed to Participating Local Governments in accordance with each Participating Local Government's Final Allocation Percentage.
- 12. Escrow Agent: An Escrow Agent shall be agreed upon by the State and a majority of the Litigating Local Governments to administer the distribution of the Local Government Share and all funds contained within it pursuant to this Agreement. The Escrow Agent shall be entitled to a reasonable fee for its services, which shall be paid solely from the Administrative Fund. Alternatively, the Parties may explore whether the Escrow Agent's role can be fulfilled by the Settlement Fund Administrator as that term is defined in the Settlements.

13. Reversion to Local Government Share:

- a. Any amounts remaining in the Administrative Fund shall remain in such fund until all anticipated administrative costs associated with implementation of this Agreement have been paid, after which any remaining funds may revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage.
- b. Any amounts remaining in the LLGAFF after paying the Projected Attorney Fee installment payment shall revert to the Local Government Share for distribution to Participating Local Governments in accordance with their Final Allocation Percentage. Any amount reverted to the Local Government Share shall be distributed no later than the next Settlement Payment.

III. Other Terms and Conditions

1. Governing Law and Venue: This Agreement will be governed by the laws of the State of Michigan. Any and all litigation arising under this Agreement, unless otherwise specified in this Agreement, will be instituted in a State court in Michigan
2. Modification: This Agreement may only be modified by a written amendment between the Parties. No promises or agreements made subsequent to the execution of this Agreement shall be binding unless reduced to writing and signed by the Parties.
3. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute this Agreement.

4. Assignment: The rights granted in this Agreement may not be assigned or transferred by any Party without the prior written approval of all the Parties. No Party shall be permitted to delegate its responsibilities or obligations under this Agreement without the prior written approval of all the Parties.
5. Additional Documents: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be reasonably necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
6. Captions: The captions contained in this Agreement are for convenience only and shall in no way define, limit, extend, or describe the scope of this Agreement or any part of it.
7. Entire Agreement: This Agreement, including any attachments, embodies the entire agreement of the Parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations, or agreements on this subject.
8. Construction: The Parties mutually acknowledge and represent that they have been fully advised by their respective legal counsel of their rights and responsibilities under this Agreement. The Parties state that they have read, know, and understand the contents of this Agreement. The Parties state that they have voluntarily executed this Agreement. This Agreement was drafted jointly by the Parties and shall not be construed for or against any Party.
9. Capacity to Execute Agreement: The Parties represent and warrant that the individuals signing this Agreement on their behalf are authorized and fully competent to do so.

State of Michigan

By: A handwritten signature in blue ink, consisting of a large, stylized 'A' followed by a series of loops and a long horizontal stroke.

Its: CHIEF Deputy Attorney General

Eaton County

By: _____

Its: _____

J. Burton LeBlanc, IV
BARON & BUDD, P.C.
2600 CitiPlace, Suite 400
Baton Rouge, LA 70808 -and-
3102 Oak Lawn Avenue, Suite 1100
Dallas, TX 75219
Tel: 214-521-3605
Fax: 214-520-1181
bleblanc@baronbudd.com

Peter J. Mougey
**LEVIN, PAPANTONIO, RAFFERTY,
PROCTOR, BUCHANAN, O'BRIEN,
BARR, MOUGEY, P.A.**
316 S. Baylen Street, Suite 600
Pensacola, FL 32502-5996
Tel: 850-435-7062
Fax: 850-436-6068
pmougey@levinlaw.com

Paul T. Farrell, Jr.
Michael J. Fuller, Jr.
FARRELL & FULLER LLC
1311 Ponce de Leon Ave., Suite 202
San Juan, Puerto Rico 00907
Tel: 304-654-8281
mike@farrellfuller.com
paul@farrellfuller.com

James C. Peterson
**HILL, PETERSON, CARPER,
BEE & DEITZLER, PLLC**
NorthGate Business Park
500 Tracy Way
Charleston, WV 25311
Tel: 304-345-5667
Fax: 304-345-1519
icpeterson@hpcbd.com

Anthony J. Majestro
POWELL & MAJESTRO P.L.L.C.
405 Capitol Street
Suite P-1200
Charleston, WV 25301
Tel: 304-346-2889
Fax: 304-346-2895
amajestro@powellmajestro.com

Lisa M. Esser
SOMMERS SCHWARTZ, P.C.
One Towne Square, 17th Floor
Southfield, MI 48076
Tel: 248-355-0300
Fax: 248-746-4001
lessen@sommerspc.com

Robert B. Sickels
SOMMERS SCHWARTZ, P.C.
One Towne Square, 17th Floor
Southfield, MI 48076
Tel: 248-355-0300
Fax: 248-746-4001
rsickels@sommerspc.com

Exhibit A – Allocation Percentages

Political Subdivision	Final Allocation Percentage
Ada Township	0.0042278554%
Adrian City	0.0328126789%
Alcona County	0.0934629817%
Alger County	0.0879525875%
Algoma Township	0.0016941585%
Allegan County	0.4460242903%
Allen Park City	0.0620457416%
Allendale Charter Township	0.0044901249%
Alpena County	0.3552566921%
Alpine Charter Township	0.0014679355%
Ann Arbor City	0.2674253148%
Antrim County	0.2666725680%
Antwerp Township	0.0007581775%
Arenac County	0.1805504304%
Auburn Hills City	0.0679438259%
Bangor Charter Township	0.0063071908%
Baraga County	0.0830045795%
Barry County	0.2499588316%
Bath Charter Township	0.0310575579%
Battle Creek City	0.1976545014%
Bay City	0.0662640083%
Bay County	1.1889740912%
Bedford Township	0.0238194433%
Benton Charter Township	0.0523760917%
Benzie County	0.1559708495%
Berkley City	0.0207220905%
Berrien County	1.4353008205%
Beverly Hills Village	0.0265585450%
Big Rapids City	0.0141485793%
Birmingham City	0.0595211261%
Bloomfield Charter Township	0.1382971973%
Branch County	0.3823019725%
Brandon Charter Township	0.0172309269%
Brighton Township	0.0005844508%
Brownstown Charter Township	0.0597655290%

Exhibit A – Allocation Percentages

Political Subdivision	Final Allocation Percentage
Burton City	0.0191573337%
Byron Township	0.0082898139%
Cadillac City	0.0572782844%
Caledonia Charter Township	0.0026644035%
Calhoun County	1.7844560932%
Cannon Township	0.0031972842%
Canton Charter Township	0.2635380816%
Cascade Charter Township	0.0117082940%
Cass County	0.4127454052%
Charlevoix County	0.2142857345%
Cheboygan County	0.3054122146%
Chesterfield Charter Township	0.1219762582%
Chippewa County	0.2775926422%
Clare County	0.2705014687%
Clawson City	0.0134773906%
Clinton Charter Township	0.6524315825%
Clinton County	0.5402667258%
Coldwater City	0.0074666730%
Commerce Charter Township	0.0192121087%
Comstock Charter Township	0.0081656838%
Cooper Charter Township	0.0009266020%
Crawford County	0.2886252314%
Davison Township	0.0085451532%
Dearborn City	0.2895118016%
Dearborn Heights City	0.1017944247%
Delhi Charter Township	0.0190090980%
Delta Charter Township	0.0391807240%
Delta County	0.2697501609%
Detroit City	7.3863527308%
Dewitt Charter Township	0.0355251274%
Dickinson County	0.2772928270%
East Bay Township	0.0014150822%
East Grand Rapids City	0.0200332982%
East Lansing City	0.1928772515%
Eastpointe City	0.1620457585%
Eaton County	1.0040379149%
Egelston Township	0.0057198661%

Exhibit A – Allocation Percentages

Political Subdivision	Final Allocation Percentage
Emmet County	0.1751859110%
Emmett Charter Township	0.0078634499%
Escanaba City	0.0187485817%
Farmington City	0.0212789632%
Farmington Hills City	0.1595279696%
Fenton Charter Township	0.0017899625%
Fenton City	0.0463367531%
Ferndale City	0.0860957347%
Flat Rock City	0.0165965372%
Flint Charter Township	0.0247094958%
Flint City	2.8492826162%
Flushing Charter Township	0.0036163716%
Fort Gratiot Charter Township	0.0091219411%
Fraser City	0.0773787868%
Frenchtown Charter Township	0.0472286300%
Fruitport Charter Township	0.0124893804%
Gaines Township	0.0086869609%
Garden City	0.0348032319%
Garfield Charter Township	0.0003928875%
Genesee Charter Township	0.0125078610%
Genesee County	2.1561040586%
Genoa Township	0.0000730563%
Georgetown Charter Township	0.0069588066%
Gladwin County	0.2077497604%
Gogebic County	0.0721438406%
Grand Blanc Charter Township	0.0202728576%
Grand Haven Charter Township	0.0108943696%
Grand Haven City	0.0335954698%
Grand Rapids Charter Township	0.0036296214%
Grand Rapids City	1.3440305744%
Grand Traverse County	0.9563577517%
Grandville City	0.0268602038%
Gratiot County	0.3525171058%
Green Oak Township	0.0310802595%
Grosse Ile Township	0.0206969233%
Grosse Pointe Park City	0.0273525288%
Grosse Pointe Woods City	0.0194917954%

Exhibit A – Allocation Percentages

Political Subdivision	Final Allocation Percentage
Hamburg Township	0.0327814289%
Hamtramck City	0.1045696825%
Harper Woods City	0.0291877050%
Harrison Charter Township	0.1197690060%
Hartland Township	0.0002817888%
Hazel Park City	0.0425097355%
Highland Charter Township	0.0169953269%
Highland Park City	0.0226020911%
Hillsdale County	0.4179676993%
Holland Charter Township	0.0168424444%
Holland City	0.0955964916%
Holly Township	0.0023667091%
Houghton County	0.2492719347%
Huron Charter Township	0.0404726791%
Huron County	0.1691383539%
Independence Charter Township	0.0476500991%
Ingham County	2.3910799665%
Inkster City	0.0963789326%
Ionia City	0.0259372614%
Ionia County	0.5298085345%
Iosco County	0.3597971837%
Iron County	0.1234778574%
Iron Mountain City	0.0102890396%
Isabella County	0.6406627159%
Jackson City	0.1975960490%
Jackson County	0.6266962818%
Kalamazoo Charter Township	0.0300335110%
Kalamazoo City	0.2186435127%
Kalamazoo County	2.1433241424%
Kalkaska County	0.0950485976%
Kent County	3.0032910409%
Kentwood City	0.0821691991%
Keweenaw County	0.0039070602%
Lake County	0.0815750583%
Lansing City	0.6157258774%
Lapeer County	0.4570551035%
Leelanau County	0.1385869050%

Exhibit A – Allocation Percentages

Political Subdivision	Final Allocation Percentage
Lenawee County	0.8823790089%
Lenox Township	0.0064611477%
Leoni Township	0.0052492697%
Lincoln Charter Township	0.0103038346%
Lincoln Park City	0.0917234908%
Livingston County	1.4441655813%
Livonia City	0.4479739512%
Luce County	0.0715137120%
Lyon Charter Township	0.0034804545%
Mackinac County	0.0525087280%
Macomb County	8.9600697690%
Macomb Township	0.0624612667%
Madison Heights City	0.0833167256%
Manistee County	0.3495467119%
Marion Township	0.0001148028%
Marquette City	0.0180973752%
Marquette County	0.6035272233%
Mason County	0.2785769407%
Mecosta County	0.1917457546%
Melvindale City	0.0300027854%
Menominee County	0.0912256468%
Meridian Charter Township	0.0408752583%
Midland City	0.1745254871%
Midland County	0.3108652798%
Milford Charter Township	0.0037106999%
Missaukee County	0.0578937210%
Monitor Charter Township	0.0025502597%
Monroe Charter Township	0.0069121111%
Monroe City	0.1213473624%
Monroe County	1.7767045087%
Montcalm County	0.6957831869%
Montmorency County	0.0985847841%
Mount Clemens City	0.0290390165%
Mount Morris City	0.0026794798%
Mount Pleasant City	0.0206549613%
Mundy Charter Township	0.0087055516%
Muskegon Charter Township	0.0208333463%

Exhibit A – Allocation Percentages

Political Subdivision	Final Allocation Percentage
Muskegon City	0.1009248080%
Muskegon County	1.9100367830%
Muskegon Heights City	0.0288916451%
New Baltimore City	0.0277364435%
Newaygo County	0.5231811022%
Niles City	0.0336753397%
Niles Township	0.0124323128%
Northville Charter Township	0.0937410207%
Norton Shores City	0.0405173975%
Novi City	0.0846232347%
Oak Park City	0.0599120079%
Oakland Charter Township	0.0158387451%
Oakland County	6.0626269110%
Oceana County	0.2437641356%
Oceola Township	0.0002087325%
Ogemaw County	0.6231250992%
Ontonagon County	0.0564870701%
Orion Charter Township	0.0279774995%
Osceola County	0.2155121164%
Oscoda County	0.0566748663%
Oshtemo Charter Township	0.0071811704%
Otsego County	0.3179204956%
Ottawa County	0.8561297014%
Owosso City	0.0346613348%
Oxford Charter Township	0.0127384634%
Park Township	0.0040071188%
Pittsfield Charter Township	0.0274648128%
Plainfield Charter Township	0.0085009554%
Plymouth Charter Township	0.0357383127%
Pontiac City	0.3248498872%
Port Huron Charter Township	0.0083327500%
Port Huron City	0.1504374166%
Portage City	0.0567022991%
Presque Isle County	0.1629846266%
Redford Charter Township	0.1223763279%
Riverview City	0.0278625766%
Rochester City	0.0230459632%

Exhibit A – Allocation Percentages

Political Subdivision	Final Allocation Percentage
Rochester Hills City	0.0390185719%
Romulus City	0.1043054243%
Roscommon County	0.4301835283%
Roseville City	0.2467127304%
Royal Oak City	0.1498737243%
Saginaw Charter Township	0.0399524841%
Saginaw City	0.2486892685%
Saginaw County	1.8697499899%
Sanilac County	0.3884583961%
Sault Ste. Marie City	0.1102861372%
Schoolcraft County	0.0455825815%
Scio Charter Township	0.0029747576%
Shelby Charter Township	0.2924370238%
Shiawassee County	0.8126038392%
South Lyon City	0.0149498906%
Southfield City	0.2271237501%
Southfield Township	0.0000642545%
Southgate City	0.0512897499%
Spring Lake Township	0.0060017466%
Springfield Charter Township	0.0025808909%
St Clair County	2.2355263751%
St Joseph County	0.2462634133%
St. Clair Shores City	0.1962330188%
Sterling Heights City	1.0160154348%
Sturgis City	0.0345993898%
Summit Township	0.0084993840%
Superior Charter Township	0.0069991428%
Taylor City	0.2173451175%
Texas Charter Township	0.0030056684%
Thomas Township	0.0073384407%
Traverse City	0.0694748526%
Trenton City	0.0278175688%
Troy City	0.1362571155%
Tuscola County	0.4964108264%
Tyrone Township	0.0055627194%
Union Charter Township	0.0000295731%
Van Buren Charter Township	0.0769291242%

Exhibit A – Allocation Percentages

Political Subdivision	Final Allocation Percentage
Van Buren County	0.4404295489%
Vienna Charter Township	0.0049907472%
Walker City	0.0333201255%
Warren City	1.2684334598%
Washington Township	0.0466960473%
Washtenaw County	2.6615283392%
Waterford Charter Township	0.1262119884%
Wayne City	0.0938477408%
Wayne County	11.4087490300%
West Bloomfield Charter Township	0.1514104788%
Westland City	0.3653115305%
Wexford County	0.3345380363%
White Lake Charter Township	0.0337978902%
Wixom City	0.0213271541%
Woodhaven City	0.0330180645%
Wyandotte City	0.0563902282%
Wyoming City	0.1474722212%
Ypsilanti Charter Township	0.0334144094%
Ypsilanti City	0.0518771364%
Zeeland Charter Township	0.0035509487%

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2021

**RESOLUTION TO APPROVE INTERIM AGREEMENT
FOR THE OPERATION OF THE YOUTH FACILITY**

Introduced by the Ways and Means Committee

WHEREAS, the Board previously adopted an agreement to allow the Youth Facility to continue to be operated under the direction of the Family Division of the Circuit Court; and

WHEREAS, such agreement expires December 31, 2021; and

WHEREAS, the Ways and Means Committee has reviewed the operation of the Youth Facility over the past year and feels it should remain under the operation of the Family Division of the Circuit Court.

NOW THEREFORE BE IT RESOLVED, that the Agreement be extended for another year to expire on December 31, 2022. Prior to such time, it will be reviewed again by the Ways and Means Committee.

Defined Benefit Plan Adoption Agreement



1134 Municipal Way Lansing, MI 48917 | 800.767.MERS (6377) | Fax 517.703.9711

www.mersofmich.com

The Employer, a participating municipality or participating court within the state of Michigan, hereby agrees to adopt and administer the MERS Defined Benefit Plan provided by the Municipal Employees' Retirement System of Michigan, as authorized by 1996 PA 220, in accordance with the MERS Plan Document, as both may be amended, subject to the terms and conditions herein.

I. Employer Name Eaton Co **Municipality #:** 2302

If new to MERS, please provide your municipality's fiscal year: _____ through _____.
Month Month

II. Effective Date

Check one:

A. ☐ If this is the **initial** Adoption Agreement for this group, the effective date shall be the first day of _____, 20__.

☐ This municipality or division is new to MERS, so vesting credit prior to the **initial** MERS effective date by each eligible employee shall be credited as follows (choose one):

- ☐ All prior service from date of hire
- ☐ Prior service proportional to assets transferred; all service used for vesting
- ☐ Prior service and vesting service proportional to assets transferred
- ☐ No prior service but grant vesting credit
- ☐ No prior service or vesting credit

☐ Link this new division to division number _____ for purposes of determining contributions (Unless otherwise specified, the standard transfer/rehire rules apply)

B. ☒ If this is an **amendment** of an existing Adoption Agreement (Defined Benefit division number 01), the effective date shall be the first day of 1 /2022 (mm/yy). Please note: You only need to mark **changes** to your plan throughout the remainder of this Agreement.

C. ☐ If this is a **temporary benefit** (Defined Benefit division number(s) _____), select one of the following:

☐ This is a **temporary Benefit Window** with a duration of 2-6 months. Effective dates are from ___/01/___ through the last day of ___/20___ (mm/yy). Complete provisions as applicable under Section IV of this form.

☐ This is a **temporary Lump Sum Buyout Program** for terminated vested participants with a duration of 6-24 months. Effective dates are from ___/01/___ through the last day of ___/20___ (mm/yy). Payout will reflect ___% (1-100%) of the participant's present value of accrued benefit. For example, if 40% is used, the payout will be 40% of the present value of the benefit. This percentage cannot be changed once adopted.

Defined Benefit Plan Adoption Agreement

- D. ☐ If this is to **separate employees** from an existing *Defined Benefit division* (existing division number(s) _____) into a new division, the effective date shall be the first day of _____, 20____.
- E. ☐ If this is to merge division(s) _____ into division(s) _____, the effective date shall be the first of _____, 20____.
- F. ☐ If this is an amendment to close Defined Benefit division(s) # _____, with new hires, rehires, and transfers going into an **existing** Defined Benefit division # _____, the effective date shall be _____ (month/year).

Note: Closing this Defined Benefit division(s) will change future invoices to a flat dollar amount instead of a percentage of payroll, as provided in your most recent annual actuarial valuation.

(The amount may be adjusted for any benefit modifications that may have taken place since then).

III. Plan Eligibility

Division Title: _____ Non-Union

Only those employees eligible for MERS membership may participate in the MERS Defined Benefit Plan. If an employee classification is **included** in the plan, then employees that meet this definition will receive service credit if they work the required number of hours to meet the service credit qualification defined below. All eligible employees must be reported to MERS. Please describe the specific classifications that are eligible for MERS within this division:

Full time and Regular Part time employees

(For example: e.g., Full-time employees, Clerical staff, Union Employees participating in XXXX union)

This Division includes **public safety employees**: ☐ Yes ☐ No

To further define eligibility (select all that apply):

Employee Classification	Included	Excluded	Not Employed
Temporary Employees: Those who will work for the municipality fewer than _____ months in total	☐	☒	☐
Part-Time Employees: Those who regularly work fewer than <u>19</u> per <u>week</u>	☐	☒	☐
Seasonal Employees: Those who are employed for tasks that occur at specific times of the year	☐	☒	☐
Voter-Elected Officials	☐	☐	☒
Appointed Officials: An official appointed to a voter-elected office	☐	☐	☒
Contract Employees	☐	☐	☒
Other: Regular PT employees are included in the plan "other PT employees" are excluded	☐	☒	
Other 2: _____	☐	☐	

Defined Benefit Plan Adoption Agreement

Probationary Periods (select one):

- ☐ Service will begin after the probationary period has been satisfied. Probationary periods are allowed in one-month increments, no longer than 12 months. During this probationary period, the employer will not report or provide service. Service will begin to accrue and contributions must be reported when the Probationary Period ends.

The probationary period will be _____ month(s).

Comments:

- ☐ Service will begin with the employee's date of hire (no Probationary Period). Effective with the date of hire, wages paid and any associated contributions must be submitted to MERS.

IV. Provisions

1. Service Credit Qualification

To clarify how eligible employees earn service credit, please indicate how many hours per month an eligible employee needs to work. For example, if you require 10 eight-hour days, this would be 80 hours per month. If an *hours and days* has been previously defined (like 10 seven-hour days), stating "70 hours" will be required. Employees must meet the definition of Plan Eligibility in order to earn service credit under the plan.

To receive one month of service credit, an employee shall work (or be paid for as if working) _____ hours in a month.

2. Leaves of Absence

Indicate by checking the boxes below, whether the potential for service credit will be allowed if an eligible employee is on one of the following types of leave, regardless of meeting the service credit qualification criteria.

Regardless whether an eligible employee is awarded service credit while on the selected type(s) of leave:

- MERS will skip over these months when determining the FAC amount for benefit calculations.
- Third-party wages **are not** reported for leaves of absence.
- Employers **are not** required to remit employer contributions based on leaves of absence when no wages are paid by the employer.
- For **contributory divisions**, employee contributions are required where service credit is granted and due at the time of monthly wage and contribution reporting. Employers may use the following formula to calculate employee contributions: the employee's current hourly rate (prior to leave), multiplied by service credit qualification (hours) multiplied by employee contribution. For example, if employees' hourly rate is \$20, the division requires 120 hours to obtain service credit, and employee contributions are 5%, the calculation will look like: $\$20/\text{hour} \times 120 \times .05 = \$120$ in employee contribution for that leave month. Employers may use another internal formula, if they choose and MERS will make note of it.

Defined Benefit Plan Adoption Agreement

Type of Leave	Service Credit Granted	Service Credit Excluded
Short-Term Disability	☐	☐
Long-Term Disability	☐	☐
Workers' Compensation	☐	☐
Unpaid Family Medical Leave Act (FMLA)	☐	☐
Other: _____ For example, sick and accident, administrative, educational, sabbatical, etc.	☐	☐
Other 2: _____ Additional leave types as above	☐	☐

Leaves of absence due to military service are governed by the Federal *Uniformed Services Employment and Reemployment Rights Act* of 1994 (USERRA), IRC 414(u), effective January 1, 2007, IRC 401(a)(37). Military reporting requires historical wage and contribution reporting for Defined Benefit as applicable.

3. Definition of Compensation

The Definition of Compensation is used to calculate a participant's final average compensation and is used in determining both employer and employee contributions. Wages paid to employees, calculated using the elected definition, must be reported to MERS.

Select your Definition of Compensation:

- ☐ Base Wages ☐ Box 1 Wages of W-2 ☐ Gross Wages
☐ Custom Definition

Click here to view details of Base, Box 1, and Gross Wages

(To customize your definition, please complete the [Custom Definition of Compensation Addendum](#).)

V. Valuation-Required Provisions

Valuation Date: _____, 20____

1. Review the valuation results

It is recommended that your MERS representative presents and explains the valuation results to your municipality before adopting. Please choose one:

- ☐ Our MERS representative presented and explained the valuation results to the _____ on _____.
(Board, Finance Cmte, etc.) (mm/dd/yyyy)
- ☐ As an authorized representative of this municipality, I _____ (Name)
_____ (Title) waive the right for a presentation of the results.

This Adoption Agreement will be implemented in conjunction with a current actuarial valuation certified by a MERS actuary that sets contribution rates.

Annually, the MERS actuary will conduct an actuarial valuation to determine the employers' contribution rates. Employers are responsible for payment of said contributions at the rate, in the form and at the time that MERS determines.

Defined Benefit Plan Adoption Agreement

2. **Benefit Multiplier** (1%-2.5%, increments of 0.05%) _____ % (max 80% for multipliers over 2.25%)

☐ Check here if multiplier will be effective for existing active members' future service only (Bridged Benefit as of effective date on page 1)

If checked, select one below:

☐ Termination Final Average Compensation (calculated over the members entire wage history)

☐ Frozen Final Average Compensation (FAC is calculated twice, once for the timeframe that matches the original multiplier, and once for the new multiplier)

3. **Final Average Compensation** (Min 3 yr, increments of 1 yr) _____ years

4. **Vesting** (5 -10 yrs, increments of 1 yr) _____ years

5. **Normal Retirement Age** will be the later of: _____ (any age from 60-70), or the vesting provision selected above (#4).

6. **Required employee contribution** (Increments of 0.01%) _____ %

7. **Unreduced Early Retirement/Service Requirements:**

☐ Age 50 – 54 _____ Service between 25 and 30 years _____

☐ Age 55 – 65 _____ Service between 15 and 30 years _____

☐ Service only (must be any number from 20 – 30 years accrued service): _____

☐ Age + Service Points (total must be from 70 – 90): _____ points

8. **Other**

☐ Surviving Spouse will receive 50% of Straight Life benefit without a reduction to the employees' benefit (also known as an RS50)

☐ Duty death or disability enhancement (add up to additional 10 years of service credit not to exceed 30 years of service)

☐ Deferred Retirement Option Program (DROP)

☐ Annuity Withdrawal Program (AWP)

Calculation of the actuarial equivalent of the lump sum distribution made under AWP will be done using:

☐ Interest rate for employee contributions as determined by the Retirement Board, or

☐ MERS' assumed rate of return as of the date of the distribution.

Defined Benefit Plan Adoption Agreement

9. Cost-of-Living Adjustment

☐ All current retirees as of effective date ☐ Retirees who retire between ____/01/____ and ____/01/____	☐ Future retirees who retire after effective date
Increase of ____% or \$____ per month	Increase of ____% or \$____ per month
Select one: ☐ Annual automatic increase ☐ One-time increase	☐ Annual automatic increase
Select one: ☐ Compounding ☐ Non-compounding	Select one: ☐ Compounding ☐ Non-compounding
Employees must be retired ____ months (6-12 months, increments of 1 month)	Employees must be retired ____ months (6-12 months, increments of 1 month)

- ☐ Check here if the existing COLA will be bridged for active participants as of the effective date selected on this form. Benefits accrued for service after the effective date will have no COLA increase applied.

10. Service Credit Purchase Estimates are:

- ☐ Not permitted
☐ Permitted

VI. Appointing MERS as the Plan Administrator

The Employer hereby agrees to the provisions of this *MERS Defined Benefit Plan Adoption Agreement* and appoints MERS as the Plan Administrator pursuant to the terms and conditions of the Plan. The Employer also agrees that in the event of any conflict between the MERS Plan Document and the MERS Defined Benefit Plan Adoption Agreement, the provisions of the Plan Document control.

VII. Modification Of The Terms Of The Adoption Agreement

If the Employer desires to amend any of its elections contained in this Adoption Agreement, including attachments, the Governing Body or Chief Judge, by resolution or official action accepted by MERS, must adopt a new Adoption Agreement. The amendment of the new Agreement is not effective until approved by MERS.

Defined Benefit Plan Adoption Agreement

VIII. Enforcement

1. The Employer acknowledges that the Michigan Constitution of 1963, Article 9, Section 24, provides that accrued financial benefits arising under a public Employer's retirement plan are a contractual obligation of the Employer that may not be diminished or impaired, and prohibits the use of the Employer's required current service funding to finance unfunded accrued liabilities.
2. The Employer agrees that, pursuant to the Michigan Constitution, its obligations to pay required contributions are contractual obligations to its employees and to MERS and may be enforced in a court of competent jurisdiction;
3. In accordance with the Constitution and this Agreement, if at any time the balance standing to the Employer's credit in the reserve for employer contributions and benefit payments is insufficient to pay all service benefits due and payable to the entity's retirees and beneficiaries, the Employer agrees and covenants to promptly remit to MERS the amount of such deficiency as determined by the Retirement Board within thirty (30) days notice of such deficiency.
4. The Employer acknowledges that wage and service reports are due monthly, and the employee contributions (if any) and Employer contributions are due and payable monthly, and must be submitted in accordance with the MERS Enforcement Procedure for Prompt Reporting and Payment, the terms of which are incorporated herein by reference.
5. Should the Employer fail to make its required contribution(s) when due, the retirement benefits due and payable by MERS on behalf of the entity to its retirees and beneficiaries may be suspended until the delinquent payment is received by MERS. MERS may implement any applicable interest charges and penalties pursuant to the MERS Enforcement Procedure for Prompt Reporting and Payment and Plan Document Section 79, and take any appropriate legal action, including but not limited to filing a lawsuit and reporting the entity to the Treasurer of the State of Michigan in accordance with MCL 141.1544(d), Section 44 of PA 436 of 2012, as may be amended.
6. The Employer acknowledges that changes to the Employer's MERS Defined Benefit Plan must be made in accordance with the MERS Plan Document and applicable law, and agrees that MERS will not administer any such changes unless the MERS Plan Document and applicable law permit same, and MERS is capable of administering same.

IX. Execution

Authorized Designee of Governing Body of Municipality or Chief Judge of Court

The foregoing Adoption Agreement is hereby approved by _____ on
the ____ day of _____, 20____. (Name of Approving Employer)

Authorized signature: _____

Title: _____

Received and Approved by the Municipal Employees' Retirement System of Michigan

Dated: _____, 20____ Signature: _____
(Authorized MERS Signatory)

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2021

RESOLUTION TO APPROVE 2021/2022 BUDGET AMENDMENTS

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County 2021/2022 Appropriations Act of September 15, 2021 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 2021/2022 Eaton County Budget:

GENERAL FUND

PROSECUTOR - ECONOMIC CRIMES UNIT -101.267.232

Increase	Contractual	\$ 13,148
Decrease	Fund Balance Carryover	\$ 13,148

To increase budget for contractual expenses for costs associated with the relocation of the Economic Crimes Unit within the Lansing Mall that were budgeted in 2020/2021 fiscal year.

CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE DECEMBER 12, 2021

FUND#	DEPT#	DEPARTMENT	AMOUNT
101	101	BOARD OF COMMISSIONERS	\$ 646.30
101	131	CIRCUIT COURT	\$ 4,402.87
101	136	DISTRICT COURT	\$ 689.86
101	141	FRIEND OF THE COURT	\$ 357.34
101	147	COUNTY GUARDIAN	\$ 249.00
101	148	PROBATE COURT	\$ 1,591.74
101	149	JUVENILE COURT	\$ 19,749.16
101	151	CIRCUIT COURT PROBATION	\$ 21.00
101	172	CONTROLLER	\$ 539.57
101	215	COUNTY CLERK	\$ 5,709.49
101	262	ELECTIONS	\$ 406.18
101	228	TECHNOLOGY SERVICES	\$ 36.38
101	253	COUNTY TREASURER	\$ 233.14
101	257	EQUALIZATION	\$ 194.45
101	265	BUILDING AND GROUNDS	\$ 25,643.83
101	267.229	PROSECUTING ATTORNEY	\$ 746.24
101	267.232	ECONOMIC CRIME UNIT	\$ 11,733.59
101	268	REGISTER OF DEEDS	\$ 220.85
101	275	DRAIN COMMISSION	\$ 65.36
101	301	SHERIFF DEPARTMENT	\$ 5,683.76
101	303	SHERIFF DELTA	\$ 6,108.09
101	351	SHERIFF CORRECTIONS	\$ 25,301.04
101	430	ANIMAL CONTROL	\$ 2,799.71
101	648	MEDICAL EXAMINER	\$ 113,433.75
101	681	VETERANS	\$ 3,704.26
101	721	COMMUNITY DEVELOPMENT	\$ 24.00
208	751	PARKS ADMINISTRATION	\$ 63.02
228	528	RESOURCE RECOVERY	\$ 122.16
245	901	PUBLIC IMPROVEMENT	\$ 346.50
249	371	CONSTRUCTION CODE	\$ 31.33
252	299	PUBLIC DEFENDER	\$ 20,158.75
256	268	REG OF DEEDS AUTOMATION	\$ 170.00
260	325	911 SURCHARGE	\$ 269.00
260	901	CENTRAL DISPATCH -911 SURCHARGE	\$ 150.00
261	325	CENTRAL DISPATCH	\$ 2,069.07
292	356	YOUTH FACILITY	\$ 855.35
292	358	COMMUNITY BASED TREATMENT	\$ 2.42
292	360	DAY TREATMENT	\$ 114.62
298	228	COMPUTER FUND	\$ 47,654.82
298	901	COMPUTER FUND CAPITAL	\$ 6,080.58
		GRAND TOTAL	\$ 308,378.58

**APPROVED BY:
COMMISSIONERS**

AUGUSTINE, BREHLER, DROSCHA, MOTT, MULDER, PEARL-WRIGHT

CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE DECEMBER 12, 2021
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
101	040.801	STORM WATER IMPCT FEE REC'V	\$ 2,384.38
101	090.004	PREPAID EXPENSE-TELEPHONE	\$ 716.10
101	090.006	PREPAID EXPENSE-POSTAGE/PRESOR	\$ 951.30
101	273	RECEIPTS REFUNDABLE	\$ 878.28
101	273.001	RECEIPTS REFUNDABLE - ECU	\$ 26,059.14
101	101.101	BOARD OF COMMISSIONERS	\$ 5,501.96
101	101.426	EMERGENCY SERVICES	\$ 7,527.00
101	131	CIRCUIT COURT	\$ 2,015.85
101	136	DISTRICT COURT	\$ 1,482.29
101	141	FRIEND OF THE COURT	\$ 441.18
101	148	PROBATE COURT	\$ 175.75
101	149	JUVENILE COURT	\$ 1,907.96
101	151	CIRCUIT COURT PROBATION	\$ 124.76
101	172	CONTROLLER	\$ 2,140.91
101	262	ELECTIONS	\$ 600.25
101	215	COUNTY CLERK	\$ 1,106.44
101	228	INFORMATION SYSTEMS	\$ 2,504.47
101	253	COUNTY TREASURER	\$ 295.51
101	257	EQUALIZATION	\$ 916.80
101	265	BUILDING AND GROUNDS	\$ 25,948.40
101	267-229	PROSECUTING ATTORNEY	\$ 376.18
101	267-232	ECU	\$ 7,867.18
101	267-236	CRIME VICTIMS	\$ 680.80
101	268	REGISTER OF DEEDS	\$ 45.76
101	275	DRAIN COMMISSION	\$ 1,849.60
101	301	SHERIFF DEPARTMENT	\$ 47,440.11
101	303	SHERIFF DELTA	\$ 14,302.99
101	351	SHERIFF CORRECTIONS	\$ 36,800.99
101	430	ANIMAL CONTROL	\$ 1,125.30
101	681	VETERANS	\$ 224.58
101	721	COMMUNITY DEVELOPMENT	\$ 401.11
101	906-131	994.000 PRINCIPAL	\$ 244.56
101		995.000 INTEREST	\$ 52.28
101	906-149	994.000 PRINCIPAL	\$ 818.62
101		995.000 INTEREST	\$ 191.00
101	906-228	994.000 PRINCIPAL	\$ 495.25
101		995.000 INTEREST	\$ 127.65
101	906-229	994.000 PRINCIPAL	\$ 269.30
101		995.000 INTEREST	\$ 58.70
101	906.257	994.000 PRINCIPAL	\$ 711.94
101		995.000 INTEREST	\$ 157.37
101	906-275	994.000 PRINCIPAL	\$ 1,469.90
101		995.000 INTEREST	\$ 370.29
101	906-301	994.000 PRINCIPAL	\$ 8,531.72
101		995.000 INTEREST	\$ 1,421.68
101	906-303	994.000 PRINCIPAL	\$ 6,853.77
101		995.000 INTEREST	\$ 969.50
101	906-351	994.000 PRINCIPAL	\$ 420.22
101	906.351	995.000 INTEREST	\$ 113.79
101	906.430	994.000 PRINCIPAL	\$ 693.38
101		995.000 INTEREST	\$ 140.77

CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE DECEMBER 12, 2021
IMMEDIATE PAYMENTS

FUND#	DEPT#	DEPARTMENT	AMOUNT
201	449	ROAD COMMISSION	\$ 1,869,974.59
208	751	PARKS ADMINISTRATION	\$ 2,067.88
208	752	FITZGERALD PARKS	\$ 2,400.30
208	753	FOX PARK	\$ 449.34
208	755	LINCOLN PARK	\$ 314.19
208	906	994.000 PRINCIPAL	\$ 1,268.54
208	906	995.000 INTEREST	\$ 273.56
221	601	HEALTH DEPARTMENT	\$ 655,317.14
228	528	RESOURCE RECOVERY	\$ 460.31
228	529	COUNTY PROJECTS	\$ 1,528.70
228	530	LOCAL UNIT GRANT PROJECTS	\$ 977.26
228	906	994.000 PRINCIPAL	\$ 584.28
228	906	995.000 INTEREST	\$ 106.90
236	690	CDBG-HOUSING	\$ 30.00
249	371	CONSTRUCTION CODE	\$ 1,873.40
252	299	PUBLIC DEFENDER	\$ 588.04
255	257	REMONUMENTATION	\$ 2,590.00
256	268	REGISTER OF DEEDS - AUTOMATION	\$ 20.00
260	325	911 SURCHARGE	\$ 624.88
261	325	CENTRAL DISPATCH	\$ 11,734.06
261	327	911 WIRELESS TRAINING	\$ 1,609.25
261	101-426	EMERGENCY SERVICES	\$ 1,458.33
261	906.994.000	DEBT SERVICE- PRINCIPAL	\$ 994.57
261	906.995.000	DEBT SERVICE -INTEREST	\$ 236.04
272	130-138	PRIORITY COURT	\$ 1,820.00
273	130-140	DRUG COURT - PROGRAM INCOME	\$ 914.75
274	130.138	SWIFT & SURE SANCTIONS	\$ 2,291.50
274	130-140	DRUG COURT PROGRAM INCOME	\$ 343.32
275	130-138	VETERAN'S COURT	\$ 360.00
276	130.153	COMMUNITY CORRECTIONS	\$ 4,325.00
276	130.154	OTHER GROUP SERVICES	\$ 3,000.00
276	130.330	DRUNK DRIVE JAIL REDUCTION	\$ 522.00
277	301	SHERIFF DEPARTMENT	\$ 6,479.33
278	130-138	DRUG COURT - GRANT FUNDING	\$ 829.17
282	101	AMERICAN RESCUE PLAN ACT	\$ 5,750.00
287	301-428	AREA PLANNER	\$ 2,838.24
290	670	DEPT OF HUMAN SERVICES	\$ 257.32
292	130-356	YOUTH FACILITY	\$ 12,479.11
292	130-358	COMMUNITY BASED TREATMENT	\$ 439.01
292	130-360	DAY TREATMENT	\$ 915.52
292	130-362	IN HOME CARE	\$ 1,884.78
292	130-364	LINK PROGRAM	\$ 189.92
292	130-368	CCF PREVENTION SERVICES	\$ 61,044.10
292	130-650	STATE INSTITUTIONS	\$ 19,900.85
292	665	CPUNTY WARD CHARGEBACKS	\$ 34,705.14
292	906-356	994.000 PRINCIPAL	\$ 550.65
292		995.000 INTEREST	\$ 119.03
292	906-360	994.000 PRINCIPAL	\$ 706.87
292		995.000 INTEREST	\$ 133.64
293	689	SOLDIERS & SAILORS	\$ 955.00

**CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE DECEMBER 12, 2021
IMMEDIATE PAYMENTS**

FUND#	DEPT#	DEPARTMENT	AMOUNT
296	130-149	JUVENILE MILEAGE	\$ 4,805.97
298	228	COMPUTER FUND	\$ 322.97
298	901	COMPUTER FUND CAPITAL	\$ 1,290.28
512	635	MEDICAL CARE FACILITY	\$ 1,543,853.23
512		995.000 MEDICAL CARE FACILITY INTER	\$ 26,483.92
515	253	FORECLOSING GVT UNIT	\$ 16,386.16
670	090.000	HEALTH - SELF INSURANCE - PREPAID	\$ 696,636.00
676	852	RETIREE HEALTH HCSP	\$ 36,176.54
677	871	WORKERS COMPENSATION	\$ 8,374.54
679	853	LIFE & DISABILITY	\$ 2,315.55
680	854	DENTAL INSURANCE	\$ 20,676.26
690	20X0 275.000	DUE TAX PAYERS TAX OVERPYMT	\$ 560.65
690	20X0 300.000	BONDS PAYABLE	\$ 229,000.00
690	20X0 906.995	INTEREST	\$ 750.32
698	20X8.275.000	DUE TO TAXPAYERS TAX OVERPAYMEN	\$ 52.47
699	20X9 '018.019	TAXES RECEIVABLE 20X9	\$ 1,612.09
699	20X9.275.000	DUE TO TAXPAYERS TAX OVERPYMT	\$ 110.27
699	20X9.906.995	INTEREST	\$ 2,341.26
701	228-001	DUE TO STATE EDUCATION TAX	\$ 1,287,485.17
701	228-006	T/A-DUE TO STATE PROBATE CRT SHA	\$ 1,788.18
701	228-016	T/A-DUE TO STATE PISTOL PERMITS	\$ 6,928.00
701	228-028	T/A-DUE TO STATE PROBATE CRT ORD	\$ 158.86
701	228-037	T/A-DUE TO STATE CRIME VICTIMS RIG	\$ 4,031.48
701	228-042	T/A-DUE TO STATE STATE COURT FEES	\$ 1,105.00
701	228.044	T/A0DUE TO STATE TSFR TAX	\$ 510,551.25
701	228-046	T/A-DUE TO STATE TRAILER COACH PA	\$ 3,698.00
701	228-055	T/A-DUE TO STATE DNA SPECIMEN FEE	\$ 273.00
701	228-056	T/A-DUE TO STATE ELECTRONIC FILING	\$ 1,875.00
701	228-057	T/A-DUE TO STATE JUROR COMPENSA	\$ 150.00
701	228-058	T/A-DUE TO STATE CIVIL FILING FEE FU	\$ 9,912.00
701	228-059	T/A-DUE TO STATE JUSTICE SYSTEM FU	\$ 6,599.94
701	228-062	T/A-DUE TO STATE NOTARY TRAINING	\$ 30.00
701	228.063	DUE TO STATE CSC OFFENDER REGIS	\$ 30.00
701	228.064	DUE TO STATE FINGERPRINT - OTHER	\$ 1,686.75
701	265-000	T/A-APPEARANCE BONDS PAYABLE	\$ 592.00
701	271-002	T/A-RESTITUTION PAYABLE PROBATION	\$ 24,120.13
701	271-004	T/A-RESTITUTION PAYABLE JUVENILE	\$ 1,928.84
701	274.001	UNDISTRIBUTIED TAX COLLECTION STA	\$ 22,204.84
701	300-003	T/A-BONDS PAYABLE DRAIN CONTRAC	\$ 9,000.00
702	221.004	DUE TO CITIES LANSING	\$ 875.59
702	228.002	DUE TO STATE MI WITHHOLDING TAX	\$ 60,683.97
702	229.001	DUE TO FEDERAL GOV'T FED WITHHOL	\$ 144,670.05
702	229-002	T/A-PAYROLL DUE TO FED GOVT SS TA	\$ 101,778.73
702	229-003	T/A-DUE TO FED GOVT MEDICARE TAXE	\$ 23,803.16
702	231.000	T/A - PAYROLL DEDUCTIONS PAYABLE	\$ 9,741.14
702	231-002	T/A-PAYROLL DEDUCTIONS PAYABLE H	\$ 2,711.00
702	231.008	PYRL DEDUCTIONS PBLE FLEXIBLE SPI	\$ 9,996.62
702	231.009	PYRL DEDUCTIONS PBLE DEF COMP	\$ 55,079.72
702	231.010	PAYROLL DEDUCTIONS PAYABLE AMEF	\$ 3,674.84
702	231.011	PYRL DEDUCTION PBLE HEALTH CARE	\$ 24,244.05

**CLAIMS AUDITED BY THE WAYS AND MEANS COMMITTEE DECEMBER 12, 2021
IMMEDIATE PAYMENTS**

FUND#	DEPT#	DEPARTMENT	AMOUNT
702	258.000	ACCRUED TAXES PAYABLE	\$ 125,582.13
720	301	SHERIFF DEPT DONATIONS	\$ 40.61
801	901	DRAIN FUND	\$ 478,136.39
851	906.996.000	DRAIN BOND ISSUANCE COSTS	\$ 368,149.25
		TOTAL CHECKS	\$ 8,835,205.00
CATEGORY		WIRE TRANSFERS	
OTHER AGENCIES			\$ -
PAYROLL AND BENEFITS			\$ 1,109,736.23
DEBT PAYMENTS			
CONSTRUCTION PAYMENTS			
INVESTMENTS			
		TOTAL WIRE TRANSFERS	\$ 1,109,736.23
GRAND TOTAL IMMEDIATE PAYMENTS			\$ 9,944,941.23

**APPROVED BY:
COMMISSIONERS
AUGUSTINE, BREHLER, DROSCHA, MOTT, MULDER, PEARL-WRIGHT**

EATON COUNTY BOARD OF COMMISSIONERS

DECEMBER 15, 2021

**RESOLUTION FOR A PARTIAL TERMINATION OF A FARMLAND DEVELOPMENT
RIGHTS AGREEMENT
-WITH PRE-EXISTING STRUCTURE-**

At a regular meeting of the Eaton County Board of Commissioners, Eaton County, Michigan, held at the County Courthouse of said County on the 15th day of December, 2021 at 7 o'clock P.M. Eastern Standard Time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____.

WHEREAS, on December 6, 2021, Eaton County Clerk received a request from Nellie Eglon for approval to have a certain parcel released from **Farmland Development Rights Agreement number 23-42581-123133** which was executed in accordance with the provisions of PA 116 of 1974, commonly known as the Farmland and Open Space Preservation Act ("The Act"); and

WHEREAS, Eaton County Board of Commissioners has reviewed this request and determined that at least one structure located on the parcel was present prior to the original execution of said agreement; and

WHEREAS, the parcel proposed for release from the agreement is two acres or less in size OR applicant provided documentation for larger than two-acre parcel; and

WHEREAS, Eaton County, as zoning authority for Brookfield Township, finds that the request for release of the particular parcel is acceptable;

NOW THEREFORE BE IT RESOLVED, by the Eaton County Board of Commissioners as follows:

- (1) That the Eaton County Board of Commissioners hereby approves the request to release the following described piece of property from said Farmland Development Rights Agreement,

A parcel of land in the Southeast 1/4 of Section 36, T1N, R4W, Brookfield Township, Eaton County, Michigan, described as: Beginning at the East 1/4 Corner of said Section 36; thence S00°05'05"E along the East Section line 167.00 feet; thence N89°49'06"W parallel with said East-West 1/4 line 348.00 feet; thence N00°05'05"W parallel with said East line 167.00 feet to said East-West 1/4 line; thence S89°49'06"E along said 1/4 line 348.00 feet to the point of beginning; said parcel containing 1.33 acres more or less; said parcel subject to a right of way for road purposes along Segar Road and Royston Road; said parcel subject to all easements and restrictions if any.

and

(2) That the Eaton County Board of Commissioners hereby certifies that at least one structure located on the certain piece of property was present prior to the original execution of said Farmland Development Rights Agreement.

(3) That the Eaton County Clerk is hereby directed to transmit certified and sealed copies of this resolution to the person making the request and to the Farmland Unit of the MI Dept. of Agriculture.

ADOPTED:

YEAS: _____

NAYS: _____

State of Michigan)
)ss.
County of Eaton)

I, the undersigned, the duly qualified and acting County Clerk for Eaton County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Eaton County Board of Commissioners of said County at a regular meeting held on the 15th day of December, 2021.

Signed: _____
Diana Bosworth, County Clerk

HEALTH AND HUMAN SERVICES COMMITTEE MEETING

MONDAY, DECEMBER 6, 2021

9:00 A.M.

MINUTES

MEMBERS PRESENT: Commissioners Jim Mott, Barbara Rogers, Mark Mudry, Blake Mulder, Jeanne Pearl-Wright and Dairus Reynnet

MEMBER ABSENT: Commissioner Tim Barnes

ALSO PRESENT: Commissioners Jeremy Whittum and Brian Droscha; Gouri Sashital and John Fuentes

The December 6, 2021 regular meeting of the Health and Human Services Committee was called to order at 9:00 am by Chairperson Mott.

The Pledge of Allegiance was given by all.

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

Commissioner Rogers moved to approve the minutes of the November 1, 2021 meeting, as presented. Commissioner Pearl-Wright seconded. Motion carried unanimously.

Limited Public Comment: Katherine Schmidt from Potterville; Amy Brown from Sunfield Township; Andrea Smith from Charlotte; and Frank Halls from Brookfield Township spoke in support of the resolution condemning federal vaccine and testing mandates on the Committee's agenda.

Commissioner Reynnet read and moved recommendation of approval by the Board of Commissioners of the following resolution:

Resolution To Condemn Federal Vaccine & Testing Mandates

Submitted by Commissioners Reynnet, Droscha, and Mulder on behalf of the Eaton County Republican Women Alliance, December 17, 2021

A resolution to condemn President Joe Biden's decision to impose vaccine requirements on private and public employers and healthcare facilities receiving funds from The Centers for Medicare & Medicaid Services (CMS) and urge the Governor and Attorney General of Michigan to pursue all available avenues to challenge these unlawful mandates.

Whereas, On September 9, 2021, President Biden announced his administration's plan to impose strict COVID-19 vaccine requirements on private businesses. Effective January 4, 2022, employers with over 100 employees will be required to ensure employees are vaccinated or impose burdensome weekly testing regimens; and

Whereas, On November 5, 2021, Centers for Medicare and Medicaid Services (CMS) also issued a federal vaccine mandate for staff within all Medicare and Medicaid-certified facilities including nursing homes, hospitals, dialysis facilities, ambulatory surgical settings, and home health agencies, among others, as a condition for participating in the Medicare and Medicaid programs, as well as, federal contractors, and the majority of federal workers; and

Whereas, These requirements are capricious and arbitrary, infringing on Americans' civil liberties. Health care decisions, including whether or not to get vaccinated, are deeply personal and should not be subject to governmental edicts that cannot account for unique, individual medical needs; and

Whereas, The vaccine requirement will impact two-thirds of the nation's private sector workforce. Imposing sanctions, such as lost employment, on the most economically vulnerable is unnecessarily cruel; and

Whereas, federal overreach will exacerbate supply chain shortages; interrupt manufacturing production; risk destabilizing our critical water, sewer, and energy infrastructure; put additional life-threatening pressure on our health care industry; cause interruption in our education system; and cause additional labor shortages across all industries; and

Whereas, employers are already experiencing significant resource and workforce shortages that will only be made worse by adding additional requirements that limit the number of workers available; and

Whereas, To date, at least 27 states have filed legal challenges or expressly stated an intention to push back against this type of federal government overreach. Resistance to the federal mandate by state leaders has been bipartisan, as three states with Democrat governors – Kansas, Kentucky, and Louisiana – have joined the lawsuits. However, Governor Gretchen Whitmer and Attorney General Dana Nessel have thus far acquiesced to President Biden's intrusion upon our state's sovereignty and policymaking process; and

Whereas, on September 7, 2021, the administrator of the Eaton County Healing and Recovery center, Martha Richard, stated during her Semi-Annual Update that the vaccine mandate would further exacerbate staffing shortage:

Whereas, on November 6, 2021, the U.S. Court of Appeals for the Fifth Circuit placed a hold on President Biden's vaccine mandate; and

Whereas, on November 12, 2021, the U.S Court of Appeals for the Fifth Circuit, further affirmed, it's hold on the vaccine mandate; and

Whereas, on November 29, 2021, The US District Court of Missouri ruled against implementation and enforcement of CMS vaccine mandates;

Whereas, On November 30, 2021, a federal judge issued a preliminary injunction to halt implementation of the President's mandate for health care workers, which had been set to begin this week.

Whereas, on December 2, 2021, the President clearly articulated that his policy goals for the business and medical communities has not changed or evolved in light of the afore mentioned judicial action. While announcing his Winter Covid 19 plan, President Biden stated he believes that "all Americans can rally around" this plan and stated that the plan, including vaccine mandates, "should get bipartisan support.", and left ALL of the afore mentioned vaccine mandates in place, with implementation pending judicial review; now here by, be it

Resolved by the Eaton County Board of Commissioners, That we, on behalf of the citizens of Eaton County, condemn President Biden's decision to impose vaccine requirements on both public and private employers; and be it further

Resolved, That we call upon Governor Gretchen Whitmer and Attorney General Dana Nessel to join those leaders who have filed suit to protect the interests of their states and their citizens and pursue all available avenues to challenge President Biden's unlawful mandate; and be it further

Resolved, That copies of this resolution be transmitted to the President of the United States, the Governor of the State of Michigan, the Michigan Attorney General, and the commissioners of the other Michigan counties.

Commissioner Mulder seconded. Commissioner Rogers requested a roll call vote.

Discussion held. Commissioner Mudry expressed concern for potential liability created in approving the resolution and discussed the need to receive a legal opinion. Commissioner Rogers indicated that from the data provided by the Barry-Eaton District Health Department cases of COVID-19 are currently down. Commissioner Pearl-Wright expressed that the proposed mandates and current exhaustion among health care employees create a “catch 22” situation. Discussion continued. It was reported that the language of the resolution being discussed had been modified from the language that was included in the meeting materials and the materials were updated for clarification.

Roll call vote: Blake Mulder – Yes; Jeannie Pearl-Wright – No; Mark Mudry – No; Dairus Reynnet – Yes; Barbara Rogers – Yes; Jim Mott – Yes. Motion carried.

It was reported that Housing Services – Mid-Michigan has requested its current juvenile millage grant budget be amended to move \$23,000 of the current award from direct services to administrative services. This request does not increase the total award. It does not reduce the availability of funding for direct services due to the availability of other relief funding. The request is being made to provide continued funding for additional personnel to administer the available direct service relief funds.

Commissioner Pearl-Wright moved to approve Housing Services – Mid-Michigan’s juvenile millage grant amendment as requested and discussed. Commissioner Reynnet seconded. Motion carried unanimously.

Commissioner Mulder advised the Committee that the Board of Commissioners would be considering approval of partial settlements in the national opiate litigation, which would include future financial distributions to the County to fund substance use disorder prevention and treatment programs. The Ways and Means Committee will be considering the settlement agreements on December 10, 2021.

Chairperson Mott adjourned the meeting at 9:59 a.m.

The next regularly scheduled meeting of the Health and Human Services Committee will be held in January 2022 on a date to be determined by the Board of Commissioners at its Organizational Meeting scheduled for January 3, 2022.

Jim Mott, Chairperson

**INFORMATION TECHNOLOGY AND COMMUNICATION
COMMITTEE MEETING**

**WEDNESDAY, DECEMBER 1, 2021
4:00 P.M.
MINUTES**

MEMBERS PRESENT: Commissioners Wayne Ridge, Dairus Reynnet, Brian Droscha, Brian Lautzenheiser, Mark Mudry and Barbara Rogers.

MEMBERS ABSENT: Commissioner Brandon Haskell

ALSO PRESENT: Commissioner Jeremy Whittum; Eric Daley, Nathan Nighbert and John Fuentes

The December 1, 2021 regular meeting of the Information Technology and Communication Committee was called to order at 4:00 pm by Chairperson Ridge.

The Pledge of Allegiance was given by all.

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

Commissioner Lautzenheiser moved to approve the minutes of the November 3, 2021 meeting, as presented. Commissioner Rogers seconded. Motion carried unanimously.

There was no limited public comment.

A proposal for a permanent solution for video display capability in the Board of Commissioners Room was presented and discussed. A supplemental proposal to enhance the video capability for continuation of livestream public meetings including remote public participation was also presented. Discussion held. Various alternatives and considerations for continued compliance with the Open Meetings Act were discussed. The consensus of the Committee was to request a revised proposal focusing on the ability to continue livestreaming meetings with remote public participation and incorporating improvements to the video display capability within the Board of Commissioners Room for further consideration.

Eric Daley, Technology Services Director, provided a staffing and transition update. It was reported that the Department is experiencing difficulty in recruiting qualified candidates similar to what is being reported by other departments and elected officials currently.

It was also reported that the new campaign financing reporting solution has been implemented and is live. It was also reported that research for a solution to identify an electronic solution for remaining archival documents within the Equalization Department is ongoing based on discussion at the November committee meeting.

Chairperson Ridge adjourned the meeting at 4:39 p.m.

The next scheduled meeting of the Information Technology and Communication Committee will be held in January 2022, at a date and time to be determined by the Board of Commissioners at its Organizational Meeting, January 3, 2022.

Wayne Ridge, Chairperson

Draft

PUBLIC SAFETY COMMITTEE

THURSDAY, DECEMBER 2, 2021

4:00 P.M.

MINUTES

MEMBERS PRESENT:

Chairman Commissioner Tim Barnes, Vice-Chairman Commissioner Wayne Ridge, Commissioner Brian Droscha, Commissioner Brandon Haskell, Commissioner Mark Mudry, Commissioner Dairus Reynnet, and Commissioner Jane Whitacre

ALSO PRESENT:

Chairman Jeremy Whittum, Controller John Fuentes, Sheriff Tom Reich, Undersheriff Jeff Cook, Dispatch Director Kelly Cunningham, Chief Deputy Adam Morris, Deputy Dispatch Director Francis D'Huyvetter, Emergency Management Coordinator Ryan Wilkinson, and Jerri Nesbitt

The December 2, 2021 regular meeting of the Public Safety Committee was called to order at 4:00 p.m. by Chairman Barnes.

The Pledge of Allegiance was given by all, led by Commissioner Barnes.

AGENDA ADDITIONS AND CHANGES

There were no additions or changes to the agenda. Commissioner Haskell moved to approve the agenda as presented. Commissioner Droscha seconded. Motion carried unanimously.

APPROVAL OF MEETING MINUTES

Commissioner Droscha moved to approve the Minutes of the November 4, 2021 Public Safety Committee Meeting. Commissioner Reynnet seconded the motion. Motion carried unanimously.

LIMITED PUBLIC COMMENT

Jennifer Dingman spoke in support of the Board scheduling a public hearing on the draft ORV Ordinance, while noting concern over the proposed exempt roads in the Bellevue area.

SHERIFF'S OFFICE UPDATE

Sheriff Reich highlighted the major incidents that occurred in November 2021.

Chief Deputy Morris presented a request to amend the Sheriff's Office fee schedule for contracted dedicated patrol/enforcement activity from \$55/hour to \$60/hour. Discussion held.

Commissioner Haskell moved to recommend the amendment to the Sheriff's Office fee schedule to the Board of Commissioners, as requested. Commissioner Whitacre seconded. Motion carried unanimously.

Undersheriff Cook provided an update on the Sheriff's contingency plan in the event the Jail Medical Administrator position is not filled prior to the current employee's retirement. In order to continue to meet the medical needs of jail inmates, the Sheriff has discussed the possible need for an interim contract with vendors specializing in correctional institution medical services. It was discussed that this is not the Sheriff's preference, however given current labor market difficulties recruiting qualified candidates, this contingency is being prepared for. Further discussion held.

JAIL AND YOUTH FACILITY SECURITY SYSTEM PROJECT

A summary of the sealed bids received November 10, 2021 was presented and discussed. The actual bids received were greater than the initial estimates developed in May 2021, due to ongoing economic factors. Due to the economic outlooks it is not anticipated that bid results would be significantly different if the current bids were rejected and the project re-bid. It is recommended that the County award the project to the lowest bidder, Accurate Controls, Inc. and exercise its right to negotiate revisions to the project scope to reduce the overall cost with the selected bidder, without jeopardizing the integrity of the project. Discussion held.

Commissioner Ridge moved to recommend award of a contract for the Jail and Youth Facility Security System Project to Accurate Controls, Inc. and to enter into negotiations with Accurate Controls, Inc. to determine the terms and conditions, per Addendum No. 2 to the bid package dated November 3, 2021. Commissioner Droscha seconded. Discussion held. Motion carried unanimously.

MONTHLY REPORTS

Controller Fuentes presented the monthly jail census and court security reports. There were no significant changes in the overall jail census. WRAP program participant numbers and MDOC inmate numbers decreased slightly due to a reduction in the number of MDOC transfers currently due to COVID-19 transmission rates. There were no unusual incidents to report from court security. Discussion held.

CENTRAL DISPATCH UPDATE

Central Dispatch Director Cunningham provided the Department's monthly report. It was reported that Francis D'Huyvetter had been selected to be promoted to the Deputy Director of Central Dispatch position.

EMERGENCY SERVICES UPDATE

Emergency Management Coordinator Wilkinson discussed the upcoming Silver Thaw exercise scheduled for December 7, 2021.

It was also reported that the County was notified it was eligible to receive supplemental grant funds through an American Rescue Plan Act appropriation through the Emergency Management

Program Grant (EMPG). A resolution to apply for the supplemental funds was presented for consideration.

Commissioner Haskell moved to recommend approval of the EMPG supplemental grant award resolution, to the Board of Commissioners. Commissioner Mudry seconded. Motion carried unanimously.

ORV ORDINANCE

A draft county ORV Ordinance and appendix map of proposed roads to not be designated for use by ORVs was presented and discussed.

Commissioner Ridge moved to recommend to the Board of Commissioners that a public hearing on the proposed ORV Ordinance be scheduled for February 16, 2022. Commissioner Haskell seconded. Discussion held. Commissioner Droscha expressed his opposition to the adoption of an ORV Ordinance allowing for the use on county roads. Commissioner Droscha also referred to and read excerpts from two communications received by the Board of Commissioners members opposing an ordinance from two industry advocacy groups, Specialty Vehicle Institute of America and Recreational Off-Highway Vehicle Association. Further discussion held. Motion carried. Commissioner Droscha opposed.

MISCELLANEOUS

Commissioner Droscha inquired of the Sheriff's Office on the availability of the Work Crew on behalf of the Parks Department. The two departments will communicate regarding this program.

LIMITED PUBLIC COMMENT

Jennifer Dingman, Mark Goodrich, Fred Redman, Dakota Angus, Ron Rademacher and Wayne Root expressed support for the County's proposed ORV Ordinance.

ADJOURNMENT

Chairman Commissioner Barnes adjourned the meeting at 5:03 p.m.

The next regularly scheduled meeting of the Public Safety Committee will be held in January 2022, at a date and time to be determined by the Board of Commissioners at its Organizational Meeting, January 3, 2022.

Commissioner Tim Barnes
Chairperson, Public Safety Committee

PUBLIC WORKS & PLANNING COMMITTEE

WEDNESDAY, DECEMBER 8, 2021

9:00 A.M.

MINUTES

MEMBERS PRESENT: Commissioners Brian Lautzenheiser, Jim Mott, Terrance Augustine, Joseph Brehler, Blake Mulder and Barbara Rogers

MEMBERS ABSENT: Commissioner Jane Whitacre

ALSO PRESENT: Commissioners Jeremy Whittum and Brian Droscha; Claudine Williams, Troy Stowell, Morgan Feldpausch, and John Fuentes

The December 8, 2021 regular meeting of the Public Works and Planning Committee was called to order at 9:00 a.m. by Chairperson Lautzenheiser.

The Pledge of Allegiance was given by all.

Commissioner Augustine moved to approve the agenda, as presented. Commissioner Brehler seconded. Motion carried unanimously.

Commissioner Rogers moved to approve the minutes of the November 10, 2021 meeting, as presented. Commissioner Brehler seconded. Motion carried unanimously.

An update on the remaining citizen appointments to the Parks Commission, Eaton County Transportation Authority (EATRAN), Purchase of Development Rights Selection Committee and Brownfield Redevelopment Authority and report of interested individuals was provided. Chris Arndt and Mark Sands discussed their interest in serving on the Parks Commission.

Commissioner Rogers moved to recommend the appointment of David Thomas to the Parks Commission to the Board of Commissioners. Motion failed due to lack of support.

Commissioner Mulder moved to recommend the appointment of Chris Arndt to a three year term expiring December 31, 2024 on the Park Commission to the Board of Commissioners. Commissioner Mott seconded. Motion carried unanimously.

Commissioner Rogers moved to recommend the appointment of Vicky Beers to a three year term expiring December 31, 2024 on the Eaton County Transportation Authority (EATRAN) to the Board of Commissioners. Commissioner Mulder seconded. Motion carried unanimously.

Commissioner Mulder moved to recommend the appointment of Ellen Lambright and James Garvey to two year terms expiring December 31, 2023 on the Purchase of Development Rights Selection Committee, to the Board of Commissioners. Commissioner Brehler seconded. Motion carried unanimously.

Commissioner Augustine moved to recommend the appointment of Roger Sepeter, Timothy Catron and Charamy Cleary to three year terms expiring December 31, 2024 on the Brownfield Redevelopment Authority, to the Board of Commissioners. Commissioner Mulder seconded. Motion carried unanimously.

Troy Stowell, Parks and Recreation Director, was present to provide the Department's monthly report. It was reported that there were non-profit funds available for a feasibility study for a regional trail connecting Eaton Rapids and Charlotte. There was discussion on the need to include and involve all affected local jurisdictions and elected officials in these discussions.

It was also reported that the Parks Department is working to renew the contractual agreement to provide mowing services for the City of Grand Ledge parks.

Mr. Stowell also reported that a city water main replacement construction project at Fitzgerald Park is currently underway.

It was also reported that the public opinion polling being conducted on behalf of the Friends of Eaton County Parks is scheduled to begin Monday, December 13, 2021.

The monthly reports for the Construction Code Enforcement Department were included in the meeting materials for review.

Morgan Feldpausch, Resource Recovery Coordinator, was present to provide the monthly update for the Designated Implementing Agency. It was reported that the 2022 annual waste hauler licensing process is underway.

It was also reported that MI EGLE has notified the County of eligibility to extend its current FY 2020-21 Scrap Tire Collection Grant to December 31, 2022.

Commissioner Brehler moved to recommend approval of the resolution to extend the County Scrap Tire Collection Grant to December 31, 2022, as presented, to the Board of Commissioners. Commissioner Augustine seconded. Motion carried unanimously.

It was recommended that the County enter into a one-year extension with its current battery recycling vendor.

Commissioner Brehler moved to recommend approval of the resolution to approve the contract for battery recycling through December 31, 2022, as presented, to the Board of Commissioners. Commissioner Mulder seconded. Motion carried unanimously.

Claudine Williams, Community Development Director, was present to provide the department's monthly report.

A resolution approving DCA 12-21-6, as recommended by the Planning Commission was distributed and reviewed. The text changes included in DCA 12-21-6 were individually reviewed and discussed.

Commissioner Mulder moved to recommend the approval of the resolution approving DCA 12-21-6, to the Board of Commissioners. Commissioner Mott seconded. Motion carried unanimously.

It was reported that the Purchase of Development Rights Selection Committee met on December 6, 2021 to review and score applications for submission to the Michigan Agricultural Preservation Board for PDR grant funds. A summary of the scoring was presented and discussed.

Commissioner Augustine moved to recommend approval of a resolution to prioritize property for submission to Michigan Agricultural Preservation Board for PDR grant funds, as presented, to the Board of Commissioners. Commissioner Mott seconded. Motion carried unanimously.

It was also reported that the Planning Commission approved a conditional use permit for the operation of an agricultural hemp processing operation on a property in Hamlin Township at its meeting on December 7, 2021. Discussion held, including consideration to expand the definition currently within the zoning ordinance to improve clarity. Staff will discuss this consideration with the Zoning Ordinance subcommittee at its upcoming meeting on December 15, 2021.

Dan Bailkowski spoke on behalf of his neighbor Michael Brady in support of changes to the temporary housing/camping sections of the zoning ordinance.

Chairperson Lautzenheiser adjourned the meeting at 10:00 a.m.

The next regularly scheduled meeting of the Public Works and Planning Committee will be held in January 2022 on a date to be determined by the Board of Commissioners at its Organizational Meeting scheduled for January 3, 2022.

Brian Lautzenheiser, Chairperson