**<u>EATON COUNTY BOARD OF COMMISSIONERS</u>**
**WEDNESDAY, DECEMBER 21, 2022**
**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 Regular and Closed Session Minutes of November 16, 2022

VII. Communications

VIII. Retirement Recognition Resolutions

IX. Limited Public Comment

X. Annual Report of the County Treasurer Performance Bond – P.A. 211 of 2007

XI. COMMITTEE REPORTS AND RESOLUTIONS

A. HEALTH AND HUMAN SERVICES COMMITTEE – Commissioner Mott
1. Resolution to Continue Eaton County Human Services Collaborative Council
2. Resolution to Approve Interim Agreement for the Operation of the Youth Facility
3. Tri-County Aging Consortium Advisory Council Appointment

B. PUBLIC SAFETY COMMITTEE – Commissioner Barnes
1. Resolution to Authorize Work Agreement for Federal Emergency Management Agency-Emergency Management Performance Grant (EMPG)

C. INFORMATION TECHNOLOGY & COMMUNICATION COMMITTEE – Commissioner Ridge
1. Resolution to Approve Recommendation of the Community Broadband Action Team

D. PUBLIC WORKS AND PLANNING COMMITTEE – Commissioner Lautzenheiser
1. Resolution to Require Deposits for Preliminary Costs Pursuant to the Drain Code
2. Resolution to Amend Parks Department Fee Schedule
3. Appointments

E. WAYS & MEANS COMMITTEE - Commissioner Mulder
1. Resolution to Appoint County Representative and Related Contract
2. Resolution Authorizing Agreements with Remonumentation Surveyors for Research and Surveying Required Under the Eaton County Monumentation and Remonumentation Plan for the 2023 Grant Year
3. Resolution Amending the 2022 Apportionment Report
4. Resolution to Authorize NeoGov to Act as E-Verify Agent
5. Resolution to Approve Health Clinic Renovation Contract
6. Resolution to Approve FY 2022-23 Budget Amendments
7. Resolution to Approve Employment Agreement
8. Resolution Establishing Commissioner Compensation and Mileage Reimbursement and Compensation for Non-Commissioner Members of Appointed Committees and Commissions, to be Effective January 1, 2023.
9. Claims and Purchases

XII. Limited Public Comment

XIII. Commissioner Comment

XIV. Unfinished Business

XV. Old Business

1. Closed Session-To Consult with Legal Counsel For Strategy and Negotiation Sessions Necessary to Reach a Collective Bargaining Agreement (15.268(c))

XVI. New Business

1. Resolution to Approve Settlement Agreement: Wayside Church, et al v Van Buren County, et al Western District of Michigan Case No. 1:14-CV-0124
2. Approval of December Meeting Minutes

XVII. Adjourn to Organizational Meeting, Tuesday January 3, 2023 at 7:00 p.m.

EATON COUNTY BOARD OF COMMISSIONERS
NOVEMBER 16, 2022

The Eaton County Board of Commissioners met in regular session at the County Facilities, in the City of Charlotte, Wednesday, November 16, 2022 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.

Invocation by Commissioner Lautzenheiser.

Roll call. Commissioners present: Tim Barnes, Terrance Augustine, Jeanne Pearl-Wright, Jane M. Whitacre, Mark Mudry, Joseph Brehler, Brian Droscha, Dairus Reynnet, Wayne Ridge, Brian Lautzenheiser, Barbara Rogers and Jeremy Whittum. Commissioners absent: Blake Mulder, Brandon Haskell, and Jim Mott.

Commissioner Augustine moved the approval of the agenda as presented. Seconded by Commissioner Droscha. Carried unanimously.

Commissioner Droscha moved the approval of the October 19, 2022 minutes. Seconded by Commissioner Rogers. Carried unanimously.

Communications: Email communication from Mr. Douglas Radcliffe North regarding a proposed advertising platform for the Secretary of State.

Claudine Williams, Community Development Director, presented the Closeout Eaton County Homeowner Rehabilitation Program CDBG Grant 2015-2017 and the proposed use of program funds to administer FY23 Emergency Repair Program and the final report on the expenditure of FY21 grant funds.

Chairman Whittum opened the public hearing for Closeout Eaton County Homeowner Rehabilitation Program CDBG Grant 2015-2017 at 7:04.
Public Comment: None
Closed public hearing 7:05

Public Hearing.
Chairman Whittum opened the Public Hearing for the Community Development Block Grant Emergency Repair Program at 7:06 p.m.
Public Comment: None
Closed public hearing 7:07

Public Comment: Eric Hafner spoke regarding the ongoing voluntary negotiations and the retention and recruitment of Sheriff Department employees.

Commissioner Rogers moved the approval of the Community Mental Health Appointment.

<u>Clinton-Eaton-Ingham Community Mental Health Board - 3 year term</u>

Adam Matson expiring 12/31/25

Seconded by Commissioner Lautzenheiser. Carried unanimously.

Commissioner Rogers moved the approval of #22-11-104 Resolution Urging State Legislature to Amend the Michigan Auto Insurance Reform Act to Amend the Reimbursement Cap for Auto Accident Victims and Home Health Care.

WHEREAS the Michigan No-Fault Auto Insurance Reform Act of 2019 introduced a fee cap, which took final effect on July 1, 2021; this cap set percentage limits on how much residential care facilities, home health care providers, and other persons can be reimbursed for providing treatment/care to auto accident victims; and
WHEREAS these reimbursement caps are 55% of the reimbursement rates that Home Care Providers were collecting in 2019; and
WHEREAS, 55% of a Home Health Care provider's 2019 collections, is an unsustainable reimbursement cap to continue caring for catastrophically injured individuals following an auto accident; and
NOW THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners hereby urges the Michigan Legislature to amend the Michigan No-Fault Auto Insurance Reform Act to address a sustainable fee cap (i.e. Michigan's Workman's Compensation Fee Cap for Ancillary Services) for Home Health Care providers, in order to uphold these benefits that have been paid for by the survivors who are currently receiving and who will receive in-home, long-term care, when purchasing an Unlimited PIP Auto Insurance policy, paid by the Michigan Catastrophic Claims Association; and
BE IT FURTHER RESOLVED, that the Eaton County Clerk/Register of Deeds is requested to forward copies of the adopted resolution to the Governor of the State of Michigan, the State Senate Majority and Minority leaders, the State House Speaker and Minority Leader, the members of the Eaton County delegation to the Michigan Legislature, and the other 82 counties of Michigan as Commissioner Correspondence.
Seconded by Commissioner Lautzenheiser. Carried unanimously.

Commissioner Barnes moved the approval of #22-11-105 Resolution to Approve Intergovernmental Service Agreement with Waverly Community Schools.

WHEREAS the Waverly Community Schools has requested that the Eaton County Sheriff provide the District with a deputy sheriff assigned as a school resource officer; and
WHEREAS the school district has agreed to fully fund the addition of a position to the Eaton County Sheriff's Office for the requested assignment; and
WHEREAS, the Sheriff and Public Safety Committee have reviewed the proposed service agreement and are recommending its approval; and
NOW THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners

approves the intergovernmental service agreement between Eaton County, the Sheriff's Office and Waverly Community Schools; and
BE IT FURTHER RESOLVED, the Chairman of Board of Commissioners is authorized to execute the intergovernmental service agreement on behalf of the County; and
BE IT FURTHER RESOLVED, the approval of this service agreement is contingent upon the approval of a resolution to amendment the FY 22-23 Budget to increase the revenue and expenditures included therein and amend the Position Allocation List to increase the number of authorized deputy sheriff positions by one (1), associated with this agreement. Seconded by Commissioner Rogers.

Commissioner Lautzenheiser moved to tie-bar the Ways and Means Committee proposed budget amendment of $125,000 to increase total budget to contractual revenue and expenditures for Waverly Community Schools contract, Resolution #22-11-106 to the current motion.

WHEREAS, the Eaton County 2022/2023 Appropriations Act of September 21, 2022 states that any amendment to increase a salary and/or a Capital Outlay line-item in excess of $2,500.00 or any amendment to increase the total budget of any fund or department in excess of $2,500.00 shall be amended by the Board of Commissioners, except that any amendment to decrease the General Fund Contingency shall be approved by the Board of Commissioners; and
WHEREAS, such amendments are needed in order to comply with the Uniform Budgeting and Accounting Act of 1978, P.A. 621.
NOW, THEREFORE BE IT RESOLVED, that the following budget amendments be approved and added to the 2022/2023 Eaton County Budget:

GENERAL FUND

| | SHERIFF | |
|---|---|---|
| Increase | Local Unit Revenue | $125,000 |
| Increase | Salary & Benefits | $125,000 |

To increase total budget to contractual revenue and expenditures for Waverly Community Schools contract, recommended by the Public Safety Committee and amend the Position Allocation List to add one (1) deputy sheriff full-time equivalent position to be assigned as School Resource Officer.

Seconded by Commissioner Brehler. Motion to tie-bar carried.

Vote on Commissioner Barnes' motion, as amended. Yeas: Commissioners Barnes, Augustine, Whitacre, Mudry, Reynnet, Ridge, Lautzenheiser, Rogers and Whittum. Nays: Commissioners Brehler, Droscha and Pearl-Wright. Motion carried.

Commissioner Barnes moved the approval of #22-11-107 Resolution to Authorize Application for State Opioid Response Project Grant.

WHEREAS, the Michigan Department of Health and Human Services and the State Court Administrative Office has State Opioid Response grant funds available for the period of October 1, 2022 to September 30, 2023; and
WHEREAS, the Community Corrections Department operates an Adult Circuit Drug Court which is grant funded; and
WHEREAS, the grant would provide additional funds to offer transitional housing for participants of the Adult Circuit Drug Court.
NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the Community Corrections Department to submit a grant application in an amount not to exceed $22,800 for the period of October 1, 2022 to September 30, 2023; and
BE IT FURTHER RESOLVED, that if the County's participation in the grant is discontinued or requires a County General Fund contribution, the continuation of the grant funding will be reviewed by the appropriate committees to determine the necessity of General Fund commitment; 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.
Seconded by Commissioner Augustine. Carried unanimously.

Commissioner Barnes moved the approval of #22-11-108 Resolution to Approve Community Corrections Advisory Board By-Law Amendments.

WHEREAS the Board of Commissioners established a Community Corrections Advisory Board under, PA 511 of 1988, as amended, the "Community Corrections Act"; and
WHEREAS the Board of Commissioners has approved by-laws for the advisory board; and
WHEREAS, the by-laws can be amended from time to time as recommended by the advisory board, with the approval of the Board of Commissioners; and
WHEREAS, the Advisory Board reviewed the by-laws at its meeting on October 19, 2022 and recommended the approval of the attached amendments to the by-laws; and
WHEREAS, the Public Safety Committee reviewed the recommended changes to the by-laws and recommended their approval to the Board of Commissioners.
NOW THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners approves the amendments to the Community Corrections Advisory Board By-Laws attached to this resolution.
Seconded by Commissioner Whitacre. Carried unanimously.

Commissioner Lautzenheiser moved the approval of #22-11-109 Resolution to Approve a Michigan Department of Environment Great Lakes and Energy Scrap Tire Recycling Grant Application.

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 Scrap Tire Recycling Grant is designed to provide assistance in the removal of residential tires; and
WHEREAS, the Resource Recovery Department offers Scrap Tire collection events annually; and
WHEREAS, the Michigan Department of Environment Great Lakes and Energy has encouraged regional applications and Eaton County has been approached by Clinton County and Barry County to submit one grant for all three communities; and
WHEREAS, the grant program does not have any matching requirements; and
WHEREAS, Eaton County will serve as the applicant and fiduciary for the grant; and
NOW, THEREFORE, LET IT BE RESOLVED that Eaton County approves the application of the Scrap Tire grant; and
BE IT FURTHER RESOLVED, that acceptance of the grant award is contingent upon the approval of Memorandums of Understanding between the County and other individual participating entities providing for said participating entities to reimburse the County for any non-grant costs associated with collection events held within their jurisdiction; 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.
Seconded by Commissioner Brehler. Carried unanimously.

Commissioner Lautzenheiser moved the approval of #22-11-110 Resolution to Approve Contracts for Household Hazardous Waste, Electronic and Battery Recycling Programs.

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 hazardous waste, electronic waste and battery collection programs, which divert potentially hazardous materials from improper disposal; and,
WHEREAS, ERG Environmental Services agreed to recycle all household hazardous waste brought to Eaton County collection sites per Federal and State guidelines and in accordance with the proposals submitted to the Department of Resource Recovery; and
WHEREAS, Schupan Asset Management agreed to recycle all electronic waste brought to Eaton County collection sites per Federal and State guidelines and in accordance with the proposals submitted to the Department of Resource Recovery; and
WHEREAS, Cirba Solutions agreed to recycle all household batteries brought to Eaton County collection sites per Federal and State guidelines and in accordance with the proposals submitted to the Department of Resource Recovery; and
WHEREAS, the County Department of Resource Recovery recommended these vendors for two-year contracts extending from January 1, 2023-December 31, 2024; and

WHEREAS, the Public Works and Planning Committee reviewed one proposal and recommended that a contract be established between the County and ERG Environmental Services for a two-year household hazardous waste disposal contract at its regular meeting held on November 9, 2022; and
WHEREAS, the Public Works and Planning Committee reviewed two proposals and recommended that a contract be established between the County and Schupan Asset Management for a two-year electronics recycling contract at its regular meeting held on November 9, 2022; and
WHEREAS, the Public Works and Planning Committee reviewed two proposals and recommended that a contract be established between the County and Cirba Solutions for a two-year battery recycling contract at its regular meeting held on November 9, 2022; and
NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners officially approves the recommended contracts.
Seconded by Commissioner Rogers. Carried unanimously.

Commissioner Lautzenheiser moved the approval of #22-11-111 Resolution to Approve Right-of-Way Easement.

WHEREAS, the County owns property known as the Thornapple Trail in Vermontville Township; and
WHEREAS, the County-owned property bisects a parcel of property owned by the Estate of Arline C. Vincent; and
WHEREAS, the Public Works and Planning Committee has reviewed and is recommending the approval of the attached right-of-way easement to continue to provide unobstructed access to the property for purposes of ingress and egress; and
NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners approves the Right-of-Way Easement, as presented; and
BE IT FURTHER RESOLVED, the Chairman of the Board of Commissioners is authorized to execute said agreement on behalf of the County.
Seconded by Commissioner Droscha. Carried unanimously.

Commissioner Lautzenheiser moved the approval of #22-11-112 Resolution to Approve Michigan Department of Natural Resources Spark Grant Application.

WHEREAS, the Michigan Department of Natural Resources is making grant funds of up to $1,000,000 available to local units of government through its Spark Grant Program; and
WHEREAS, the Parks and Recreation Department is requesting approval to submit an application for funding; and
WHEREAS, the requested application will be in the amount of $1,000,000, with no required local match; and
WHEREAS, the Department is proposing the application for funding include costs for the development of interior road infrastructure within the Crandell Park property.
NOW, THEREFORE, LET IT BE RESOLVED that the Eaton County Board of Commissioners approves the Parks and Recreation Department’s request to apply for Michigan Spark Grant funds; 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.
Seconded by Commissioner Pearl-Wright. Carried unanimously.

Commissioner Lautzenheiser moved the approval of the following Public Works and Planning Committee Appointments.

Road Commission 6-year term –
Tim Lamoreaux expiring December 31, 2028
Keith Barber expiring December 31, 2028
Seconded by Commissioner Augustine. Carried.

Commissioner Lautzenheiser moved the approval of the remaining Public Works and Planning Committee Appointments.

Planning Commission 3-year term –
Zachary Dillinger expiring December 31, 2025
Brian Ross expiring December 31, 2025
Timothy Cattron expiring December 31, 2025

Zoning Board of Appeals 3-year term
Nicole Chmielewski expiring December 31, 2025
Timothy Cattron (Planning Comm. Rep.) expiring December 31, 2025

Purchase of Development Rights Selection Committee 2 Year Term
David Roberts expiring December 31, 2024
Duane Ross expiring December 31, 2024

Capitol Area Regional Transportation Study Committee 1 year term
Claudine Williams expiring December 31, 2023
Seconded by Commissioner Ridge. Carried unanimously.

Commissioner Lautzenheiser moved the approval of 2022 Apportionment Report. (On file). Seconded by Commissioner Augustine. Carried unanimously.

Commissioner Lautzenheiser moved the approval of the 2023 Holiday Schedule. (On file). Seconded by Commissioner Pearl-Wright. Carried unanimously.

Commissioner Lautzenheiser moved the approval of #22-11-113 Resolution to Authorize Extension for COVID 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, 2022; and
WHEREAS, the Prosecuting Attorney has been notified that an extension of the granting period is available to extend the previous grant period through September 30, 2023; 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 retain the grant award with an amount not to exceed $135,715 for the period of June 1, 2021 to September 30, 2023; 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.
Seconded by Commissioner Brehler. Carried unanimously.

Commissioner Lautzenheiser moved the approval of #22-11-114 Resolution to Approve Amendments to Section 125 Flexible Benefit Program Plan Document.

WHEREAS, the Board of Commissioners makes available to its employees a voluntary flexible benefit program under Section 125 of the Internal Revenue Code; and
WHEREAS, amendments to the program are being proposed to increase the benefit options available to employees through the program; and
WHEREAS, the Ways and Means Committee has reviewed and it recommended the approval of the attached amendments.
NOW THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners approves the amendments to its Section 125 Flexible Benefit Plan Document.
Seconded by Commissioner Droscha. Carried unanimously.

Commissioner Lautzenheiser moved the approval of #22-11-115 Resolution to Approve FY 2022-23 Budge Amendments.

WHEREAS, the Eaton County 2022/2023 Appropriations Act of September 21, 2022 states that any amendment to increase a salary and/or a Capital Outlay line-item in excess of $2,500.00 or any amendment to increase the total budget of any fund or department in excess of $2,500.00 shall be amended by the Board of Commissioners, except that any amendment to decrease the General Fund Contingency shall be approved by the Board of Commissioners; and
WHEREAS, such amendments are needed in order to comply with the Uniform Budgeting and Accounting Act of 1978, P.A. 621.
NOW, THEREFORE BE IT RESOLVED, that the following budget amendments be approved and added to the 2022/2023 Eaton County Budget:

GENERAL FUND

PROSECUTING ATTORNEY 101.267

| | | |
|---|---|---|
| Increase | Federal Revenue | $ 105,000 |
| Increase | Contractual Services | $ 105,000 |

To increase total budget to grant revenue and expenditures for the Prosecuting Attorney CESF grant extension.

TRANSFERS OUT

| | | |
|---|---|---|
| Increase | Transfers Out- Public Improvement | $ 200,000 |
| Increase | Contractual Services | $ 200,000 |

To increase budget to re-authorize appropriation for health department clinic renovation project contribution.

TRANSFERS OUT

| | | |
|---|---|---|
| Increase | Transfers Out- Landfill | $ 35,000 |
| Decrease | Contingency | $ 35,000 |

To increase transfer to Landfill Fund for the replacement of monitoring wells at the site, as recommended by the Public Works and Planning Committee.

SPECIAL REVENUE FUNDS

PARKS AND RECREATION

| | | |
|---|---|---|
| Increase | Fund Balance Carryover | $ 68,700 |
| Increase | Capital Outlay – Vehicle | $ 68,700 |

To increase budget to re-authorize appropriation for truck purchase ordered October 2021, order not fulfilled due to supply chain shortages as of November 2022.

LANDFILL

| | | |
|---|---|---|
| Increase | Transfers In-General Fund | $ 35,500 |
| Increase | Contractual Services | $ 35,500 |

To increase transfer to Landfill Fund for the replacement of monitoring wells at the site, as recommended by the Public Works and Planning Committee.

PUBLIC IMPROVEMENT FUND 245

| | | |
|---|---|---|
| Increase | Fund Balance Carryover | $ 116,522 |
| Increase | Transfers In – Rescue Plan | $2,193,813 |
| Increase | Proceeds from Borrowing | $1,371,975 |
| Increase | Capital Outlay | $3,682,310 |

To increase budget for balance of public health and energy project not completed during FY21-22

| | | |
|---|---|---|
| Increase | Fund Balance Carryover | $ 975,966 |
| Increase | Capital Outlay | $ 975,966 |

To increase budget for balance of jail and youth facility security system replacement project not completed during FY21-22

| | | |
|---|---|---|
| Increase | Transfers In – General Fund | $ 200,000 |
| Increase | Capital Outlay | $ 200,000 |

To increase budget to re-authorize appropriation for health department clinic renovation project contribution.

AMERICAN RESCUE PLAN FUND

| | | |
|---|---|---|
| Increase | Federal Revenue | $2,193,813 |
| Increase | Transfers Out | $2,193,813 |

To increase budget to re-authorize appropriation for balance of public health and energy project not completed during FY 21-22.

COMPUTER FUND 298

| | | |
|---|---|---|
| Increase | Fund Balance Carryover | $ 237,004 |
| Decrease | Transfer In-Central Dispatch | $ 16,444 |
| Increase | Capital Outlay | $ 130,115 |
| Increase | Contractual Services | $ 90,445 |

To increase budget to re-authorize appropriation for technology projects in progress from FY 21-22, and return unexpended FY 21-22 project funds to the Central Dispatch Fund.
Seconded by Commissioner Droscha. Carried unanimously.

Commissioner Lautzenheiser moved the approval of the following Ways and Means Committee Appointment.

Eaton County Building Authority 3-year term
Bob Robinson expiring December 31, 2025
Seconded by Commissioner Augustine. Carried unanimously.

Commissioner Lautzenheiser moved the approval of claims as audited by the Ways & Means Committee for $775,196.14 and to accept the report of previously authorized payments.
Seconded by Commissioner Rogers. Carried unanimously.

Commissioner Lautzenheiser moved the approval of #22-11-116 Resolution to Approve Park and Open Space Millage Levy.
WHEREAS, on November 8, 2022, the voters of Eaton County approved 0.5000 of a mill for County Parks and Open Space Millage; and
WHEREAS, Eaton County has complied with the requirements of the Uniform Budget and Accounting Act, as amended, regarding a proposed levy of 0.5000 of a mill.
NOW THEREFORE, BE IT RESOLVED; that the Eaton County Board of Commissioners does hereby adopt the levy of 0.5000 of a mill for County Parks and Open Space Millage.
Seconded by Commissioner Augustine. Carried unanimously.

Public Comment: Will Pitylak spoke regarding the Eaton County budget.

Commissioner Comments: Chairman Whittum reported Controller/County Administrator John Fuentes provided written notification of his intent to retire as of January 13, 2023. (On file)

Commissioner Droscha stated that a Benton Township farmer had been tragically killed in a farming accident. A fundraiser is being planned to assist the family.

There were no Unfinished Business, Old Business or New Business.

Commissioner Augustine moved to enter closed session to consult with legal counsel regarding settlement strategy in pending tax foreclosure class action litigation (MCL 15.268 (e)) at 7:50 p.m.

Regular session resumed at 8:22 p.m.

Commissioner Augustine moved to enter closed session to consult with legal counsel for strategy and negotiation session necessary to reach a collective bargaining agreement (MCL 15.268 (c)) at 8:23.

Regular session resumed at 9:28 p.m.

Chairman Whittum adjourned the meeting to Wednesday, December 21, 2022 at 7:00 p.m.

___________________________________ ___________________________________

Chairman of the Board of Commissioners Clerk of the Board of Commissioners

# County Clerk's Office Annual Report
## October 1, 2021 - September 30, 2022

| **County Clerk Services** | **Number Issued** | **Charge per Item** | **Total Revenue** |
|---|---|---|---|
| Marriage Licenses | | | |
| Marriage Licenses | 659 | | |
| License | | 5.00 | 3,295.00 |
| Counseling | | 15.00 | 9,885.00 |
| Out of State Licenses | 17 | 15.00 | 255.00 |
| Waiver of Waiting Period | 12 | 15.00 | 180.00 |
| | | | |
| Notary Public Services | | | |
| Notarial Certificates | 1 | 10.00 | 10.00 |
| Notary Bonds | 239 | 8.00 | 1,912.00 |
| | | | |
| Certified Copies - Vital Records | - | | 90,846.00 |
| | | | |
| Business Name Registrations | | | |
| Assumed Names | 354 | 10.00 | 3,540.00 |
| Co-Partnerships | 1 | 10.00 | 10.00 |
| Dissolutions | 6 | 10.00 | 60.00 |
| | | | |
| Discharge of Lien | - | 10.00 | - |
| Record Copying | - | | 153.53 |
| Circuit Court Probation - Court Costs | - | | 83,564.79 |
| Election Services | - | | 4,845.02 |
| | | | |
| **Total County Clerk Services** | | | **198,556.34** |
| | | | |
| **Concealed Pistol Permit Fund** | | | |
| New Permits | 635 | 26.00 | 16,510.00 |
| Renewal Permits | 1,407 | 36.00 | 50,652.00 |
| Reapplication Permits | 30 | 26.00 | 780.00 |
| Duplicate Permits | 12 | 10.00 | 120.00 |
| | | | |
| **Total Concealed Pistol Permit Fund** | 2,084 | | **68,062.00** |

| | A | B | C | D | E |
|---|---|---|---|---|---|
| 1 | **Circuit Court Clerk's Office** | | | | **Total** |
| 2 | **Case Counts:** | | | | |
| 3 | | Civil Cases Opened with a Fee | | **517** | |
| 4 | | Civil Cases Not Subject to Filing Fee | | **164** | |
| 5 | | Civil Cases with Filing Fees Waived | | **87** | |
| 6 | | Domestic PPO's | | **265** | |
| 7 | | Non-Domestic PPO's | | **126** | |
| 8 | | Juvenile PPO's | | **14** | |
| 9 | | Criminal Cases | | **280** | |
| 10 | | | | | **1453** |
| 11 | **General Ledger:** | | | | |
| 12 | | Appeal Fee (APF) | | **$398.00** | |
| 13 | | COA-ADMBAR (BAR) | | **$100.00** | |
| 14 | | Bond Forfeiture (BFOR) | | **$5,500.00** | |
| 15 | | COA-ADMBAR (CAPL) | | **$100.00** | |
| 16 | | Certified Copies - Circuit (CCC) | | **$10,706.30** | |
| 17 | | Civil Filing Fee (CCF) | | **$15,562.00** | |
| 18 | | Circuit Ct Record Copy (CCRC) | | **$13,581.80** | |
| 19 | | Drug Case Info Mgt (DCIC) | | **$0.00** | |
| 20 | | FOC - PT&C (FCPT) | | **$29,360.00** | |
| 21 | | Filiation Fee - County (FILF) | | **$0.00** | |
| 22 | | FOC - IV-D (FIVD) | | **$2,200.00** | |
| 23 | | Jury Fees - Circuit (JRYC) | | **$4,680.00** | |
| 24 | | Misc Court Costs (MCCC) | | **$0.00** | |
| 25 | | Motion Fee (MOT) | | **$6,790.00** | |
| 26 | | 10% Bond Costs (TENA) | | **$1,310.00** | |
| 27 | | Writ of Garn, Rest & Attach (WRIT) | | **$1,875.00** | |
| 28 | | | | | **$92,163.10** |
| 29 | **Finalized Divorces (Records of Divorce sent to State):** | | | | |
| 30 | | Judgment of Divorce with Children | | **133** | |
| 31 | | Judgment of Divorce with No Children | | **147** | **280** |
| 32 | **Personal Protection Orders:** | | | | |
| 33 | **Case Counts:** | | | | |
| 34 | | Domestic (PP) | | **265** | |
| 35 | | Non-Domestic (PH) | | **126** | |
| 36 | | Juvenile (PJ) | | **15** | |
| 37 | | | | | **406** |
| 38 | **Percentages:** | | | **Number** | **Percentage** |
| 39 | | PP - GTD | | **143** | **54%** |
| 40 | | PP - DEN/DIS | | **114** | **43%** |
| 41 | | PH - GTD | | **46** | **37%** |
| 42 | | PH - DEN/DIS | | **74** | **59%** |
| 43 | | PJ - GTD | | **2** | **13%** |
| 44 | | PJ - DEN/DIS | | **13** | **87%** |

# EATON COUNTY REGISTER OF DEEDS

1045 Independence Blvd

Charlotte MI 48813

**DIANA BOSWORTH**

County Clerk

Register of Deeds

**LAURI KLONT**

Chief Deputy

Register of Deeds

## ANNUAL RECEIPTS REPORT 2021 – 2022

| | | | | | |
|---|---|---|---|---|---|
| | Document recording fees: fees to record | $ | 362,383.35 | | |
| | Deeds, Mortgages, Fixture Filings & | | | | |
| | other miscellaneous documents | | | | |
| | TOTAL | | | $ | 362,383.35 |
| COPIES | Copies | $ | 40,668.63 | | |
| | Online Credit Card Copy income | | 47,834.00 | | |
| | TOTAL | | | $ | 88,502.63 |
| HANDLING FEE | Architectural/Large Prints Fee | $ | 60.00 | | |
| | TOTAL | | | $ | 60.00 |
| COUNTY TRANSFER TAX | | | | | |
| | County Transfer Tax | $ | 736,443.40 | | |
| | TOTAL | | | $ | 736,443.40 |

| | | | | |
|---|---|---|---|---|
| ACCOUNTS RECEIVED | | | | |
| Internal Revenue Service | $ | 1,920.00 | | |
| Plats | | $0.00 | | |
| Forfeiture | $ | $10,800.00 | | |
| TOTAL | | | $ | 12,720.00, |
| MICHIGAN STATE SURVEY | $ | 69,376.00 | | |
| REMONUMENTATION | | | | |
| TOTAL | | | $ | 69,376.00 |
| REMONUMENTATION PROJECT | $ | 18,575.00 | | |
| | | | $ | 18,575.00 |
| OVERPAYMENTS | $ | 46.00 | | |
| TOTAL | | | $ | 46.00 |
| PASSPORTS | | | | |
| passports 133 @ $35.00 | $ | 4,655.00 | | |
| passport photos 0 @ $10.00 (not processing at this time) | $ | 0.00 | | |
| TOTAL | | | $ | 4,655.00 |
| **DEPARTMENT REVENUE 2020/2021** | **$** | **1,292,748.68** | **$** | **1,292,748.68** |
| **TECHNOLOGY FUND Receipts** | **$** | **92,900.00** | | |
| **TOTAL** | | | **$** | **92,900.00** |

**EATON COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION OF APPRECIATION FOR**
**WILLIAM KENNEDY**
**JUVENILE COURT**

**DECEMBER 21, 2022**

**WHEREAS**, William Kennedy will be retiring from Eaton County on December 29, 2022 after 31 years of service; and

**WHEREAS**, William worked in Juvenile Court from April 8, 1991; until his retirement; and

**WHEREAS**, William has provided dedicated and honorable service to the residents and employees of Eaton County; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners does hereby thank William 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 21st day of the month of December in the year 2022.

________________________________
Jeremy Whittum
Chairman of the Board of Commissioners

________________________________
Diana Bosworth
Clerk of the Board of Commissioners

**EATON COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION OF APPRECIATION FOR**
**JOHN FUENTES**
**CONTROLLER/ADMINISTRATOR**

**DECEMBER 21, 2022**

**WHEREAS**, John Fuentes will be retiring from Eaton County on January 13, 2023 after twenty-six years of service; and

**WHEREAS**, John worked in the Controller's Office from June 10, 1996 and served as Controller/Administrator from January 1, 2006 until his retirement; and

**WHEREAS**, John Fuentes has provided dedicated and honorable service to the residents and employees of Eaton County; and

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners does hereby thank John 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 21st day of the month of December in the year 2022.

________________________________
Jeremy Whittum
Chairman of the Board of Commissioners

________________________________
Diana Bosworth
Clerk of the Board of Commissioners

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

**RESOLUTION OF APPRECIATION FOR COMMISSIONER DAIRUS REYNNET**

**Introduced by Commissioner Jeremy Whittum**

**WHEREAS,** Dairus Reynnet served for two years on the Eaton County Board of Commissioners from 2021 through 2022 and

**WHEREAS**, during the course of his tenure Dairus served on the Board's Public Safety, Information Technology and Communications, and Health and Human Services Committees; and

**WHEREAS,** the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the public service that Dairus has given to this community.

**NOW, THEREFORE, BE IT RESOLVED,** that the Eaton County Board of Commissioners, meeting in regular session this 21st day of December, 2022 do commend Dairus Reynnet for a job well done; and

**BE IT FURTHER RESOLVED,** that a copy of this resolution shall be signed by the Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County.

| | |
|---|---|
| Jeremy Whittum<br>Chairman of the Board of Commissioners | Diana Bosworth<br>Clerk of the Board of Commissioners |

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

**RESOLUTION OF APPRECIATION FOR COMMISSIONER WAYNE RIDGE**

**Introduced by Commissioner Jeremy Whittum**

**WHEREAS,** Wayne Ridge served for 12 years on the Eaton County Board of Commissioners from 2011 through 2022 and

**WHEREAS**, during the course of his tenure Wayne served on the Board's Public Safety, Public Works and Planning Committees, and for the last two years served as Chairman of the Information Technology and Communications Committee; and

**WHEREAS,** the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the public service that Wayne has given to this community.

**NOW, THEREFORE, BE IT RESOLVED,** that the Eaton County Board of Commissioners, meeting in regular session this 21st day of December, 2022 do commend Wayne Ridge for a job well done; and

**BE IT FURTHER RESOLVED,** that a copy of this resolution shall be signed by the Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County.

| | |
|---|---|
| ______________________________ | ______________________________ |
| Jeremy Whittum | Diana Bosworth |
| Chairman of the Board of Commissioners | Clerk of the Board of Commissioners |

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

**RESOLUTION OF APPRECIATION FOR COMMISSIONER JANE WHITACRE**

## Introduced by Commissioner Jeremy Whittum

**WHEREAS,** Jane Whitacre has served for ten years on the Eaton County Board of Commissioners from January 1, 2013 through 2022; and

**WHEREAS,** during her tenure Jane has served on the all of the Board's Committees; and

**WHEREAS,** Jane also served on and represented this County on the Barry-Eaton District Health Department Board of Directors and many other Boards and Committees during her five terms; and

**WHEREAS,** the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the years of public service that Jane Whitacre has tirelessly given to her community.

**NOW, THEREFORE, BE IT RESOLVED,** that the Eaton County Board of Commissioners, meeting in regular session this 21st day of December 2022 do commend Jane Whitacre for a job well done. We wish her well in her new endeavors and thank her for her years of dedicated service to the County; and

**BE IT FURTHER RESOLVED,** that a copy of this resolution shall be signed by the Chairman of the Board and Clerk of the County; and bear the Seal of the County. A copy shall be attached to the permanent records of the County.

| | |
|---|---|
| Jeremy Whittum | Diana Bosworth |
| Chairman of the Board of Commissioners | Clerk of the Board of Commissioners |

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

**RESOLUTION OF APPRECIATION FOR CHAIRMAN JEREMY WHITTUM**

**Introduced by Commissioner Brian Lautzenheiser**

**WHEREAS,** Jeremy Whittum served for two years on the Eaton County Board of Commissioners from 2021 through 2022 and

**WHEREAS,** Jeremy served as Chairman of this Commission for the past two years; and

**WHEREAS,** Jeremy also served on and represented this County on the Barry-Eaton District Health Department Board of Directors and many other Boards and Committees; and

**WHEREAS,** the Eaton County Board of Commissioners and the people of Eaton County greatly appreciate the public service that Jeremy has given to this community.

**NOW, THEREFORE, BE IT RESOLVED,** that the Eaton County Board of Commissioners, meeting in regular session this 21st day of December, 2022 do commend Jeremy Whittum for a job well done; and

**BE IT FURTHER RESOLVED,** that a copy of this resolution shall be signed by the Vice Chairperson of the Board and Clerk of the County; and bear the great seal of the County as well. A copy shall be attached to the permanent records of the County.

| | |
|---|---|
| _______________________________ | _______________________________ |
| Brian Lautzenheiser | Diana Bosworth |
| Vice Chairman of the Board of Commissioners | Clerk of the Board of Commissioners |

# Eaton County Treasurer

**Bob Robinson**

December 14, 2022

To: Eaton County Board of Commissioners

**From:** Eaton County Treasurer, Bob Robinson

Re: Performance bond for 2021

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

12-14-2022
Date

1045 Independence Blvd • Charlotte, MI 48813
517.543.4262 • Fax: 517.543.9983 • www.eatoncountytreasurer.org

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**

**DECEMBER 21, 2022**

**RESOLUTION TO CONTINUE**
**EATON COUNTY**
**HUMAN SERVICES COLLABORATIVE COUNCIL**

**Introduced by the Health and Human Services Committee**

**WHEREAS,** the Board of Commissioners established an Eaton County Human Services Collaborative Council on January 17, 1996; and

**WHEREAS,** such resolution requires an annual review of the Human Services Collaborative Council to determine the necessity of its continuation; and

**WHEREAS,** the Board of Commissioners, feels that the Human Services Collaborative Council continues to provide a forum for human services agencies in the county to identify and discuss opportunities for further collaboration and partnership in human services delivery.

**NOW, THEREFORE, BE IT RESOLVED,** that the Human Services Collaborative Council be continued for another year.

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

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

**Introduced by the Health and Human Services 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, 2022; and

**WHEREAS,** the Health and Human Services 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, 2023. Prior to such time, it will be reviewed again by the Health and Human Services Committee.

**December 21, 2022**

**HEALTH AND HUMAN SERVICES COMMITTEE**

Tri-County Aging Consortium Advisory Council - 3 year term

Jane Whitacre three-year term expiring 12/31/25

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

**RESOLUTION TO AUTHORIZE WORK AGREEMENT FOR FEDERAL EMERGENCY MANAGEMENT AGENCY EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)**

**Introduced by the Public Safety Committee**

**WHEREAS,** the Michigan State Police, Emergency Management Division has grant funds available through the Federal Emergency Management Agency for the Emergency Management Performance Grant (EMPG) program; and

**WHEREAS,** the County has received funding through this program to fund a portion of the cost of the Emergency Management position; and

**WHEREAS,** an initial work agreement for this program for the period of October 1, 2022 through September 30, 2023, has been submitted to remain eligible to continue to receive funds through this program, estimated to provide up to 50% of the position salary based on completion of eligible activities contained in the initial work agreement.

**NOW, THEREFORE BE IT RESOLVED,** that the initial work agreement is authorized; and

**BE IT FURTHER RESOLVED,** that the Chairman of the Board of Commissioners or his designee is authorized to sign any necessary grant documents.

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

**RESOLUTION TO APPROVE RECOMMENDATION OF COMMUNITY BROADBAND ACTION TEAM**

**Introduced by the Information Technology and Communication Committee**

**WHEREAS,** the Board of Commissioners created the Community Broadband Action Team as was recommended in the January 2022 Eaton County Broadband Survey Report conducted by Connected Michigan; and

**WHEREAS,** the Community Broadband Action Team met to determine strategies to expand broadband access to unserved and underserved areas of the County utilizing a portion of the County's American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF) allocation; and

**WHEREAS,** the County solicited proposals from internet service providers (ISPs) for such expansion; and

**WHEREAS,** the Action Team reviewed ISP responses to the County's request for proposals and interviewed selected ISPs regarding their proposals; and

**WHEREAS,** as a result of the evaluation the Action Team has recommended ACD.net as the internet service provider to continue the pursuit of additional funding to expand broadband service to unserved and underserved areas within Eaton County.

**NOW, THEREFORE BE IT RESOLVED,** that the Board of Commissioners approves the recommendation of the Community Broadband Action Team to continue the pursuit of expanded broadband service to unserved and underserved areas within Eaton County; and

**BE IT FURTHER, RESOLVED,** that Eaton County assist ACD.net in its pursuit of a State of Michigan Realizing Opportunity with Broadband Infrastructure Networks (ROBIN) program grant to secure necessary funding to expand such services; and

**BE IT FURTHER, RESOLVED,** that Eaton County will allocate up to $2,674,266 of its remaining SLFRF allocation to be identified as matching funds in an ACD.net ROBIN grant application; and

**BE IT FURTHER, RESOLVED,** that an agreement as provided in the County request for proposals regarding the responsibilities of the County and ACD.net, be negotiated, to identify the conditions which must be satisfied by ACD.net to receive the County funds allocated by this resolution, including but not limited to ACD.net's successful receipt of ROBIN grant funding to cover the project areas within Eaton County to receive broadband service as identified within its November 10, 2022 proposal; and

**BE IT FURTHER, RESOLVED,** that Chairman of the Board of Commissioners is authorized to execute the agreement with ACD.net for broadband expansion upon completion of satisfactory review by legal counsel.

# EATON COUNTY BOARD OF COMMISSIONERS

## Resolution to Authorize the Drain Commissioner to Require Deposits Pursuant to the Drain Code

**Introduced by the Public Works and Planning Committee**

***WHEREAS*** Sections 51 of the Michigan Drain Code, Public Act 40 of 1956, as amended ("Drain Code") allows the Board of Commissioners for the County of Eaton to authorize the request for a cash deposit, sufficient to cover the preliminary costs, as determined by the Eaton County Drain Commissioner ("Drain Commissioner"), associated with any application to lay out and designate a drainage district submitted to the Drain Commissioner: and

***WHEREAS,*** if such project is completed, the cost advanced shall be returned to the depositor out of the first installments of special assessments and if the project is uncompleted, any excess above costs shall also be returned.

***NOW, THEREFORE, BE IT RESOLVED*** by the Board of Commissioners for the County of Eaton, that pursuant to Section 51 of the Drain Code, the Eaton County Drain Commissioner is authorized to request a cash deposit to cover the estimated preliminary costs associated with any application to lay out and designate a drainage district if the application is submitted by a municipality or developer, in an amount not to exceed 10% of the estimated costs and not to exceed $10,000.

***RESOLUTION*** approved this _______ day of _____________________ 20__, by the Board of Commissioners of the County of Eaton.

MOVED:

SECONDED:

CARRIED:

I hereby certify that the above Resolution was adopted at the Eaton County Board of Commissioners regular meeting of the _____ day of _____________, 20___

_____________________________________________

Diana Bosworth, Eaton County Clerk

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

**RESOLUTION TO AMEND PARKS DEPARTMENT FEE SCHEDULE**

**Introduced by the Public Works and Planning Committee**

**WHEREAS,** the Board of Commissioners has approved a fee schedule for the Parks and Recreation Department; and

**WHEREAS,** the fee schedule included a motor vehicle entry fee; and

**WHEREAS,** the Public Works and Planning Committee is recommending the Parks Department fee schedule be revised to eliminate the motor vehicle entry fee.

**NOW, THEREFORE BE IT RESOLVED,** that the Board of Commissioners approves the recommended amendment to the Parks Department fee schedule to eliminate motor vehicle entry fees to County Parks, effective immediately.

**December 21, 2022**

**PUBLIC WORKS & PLANNING COMMITTEE**

Purchase of Development Rights Selection Committee – 2 Year Term

| | | |
|---|---|---|
| Charamy Cleary | 12/31/24 | |
| Ben Tirrell | 12/31/23 | partial term |
| Rachel Cuschieri-Murray | 12/31/24 | Conservation District |

EATRAN – 3 Year Term

| | | |
|---|---|---|
| Rob Piercefield | 12/31/24 | partial term |

(being recommended to replace Vicky Beers, who is unable to participate)

**EATON COUNTY BOARD OF COMMISSIONERS**

**December 21, 2022**

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

**Introduced by the Ways and Means Committee**

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

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

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

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

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

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

**EATON COUNTY BOARD OF COMMISSIONERS**

**December 21, 2022**

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

**Introduced by the Ways and Means Committee**

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

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

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

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

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

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

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

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

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

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

Jeffery Autenrieth, PS
Autenrieth Surveying, LLC

Anthony Bumstead, PS
Bumstead Land Surveying, LLC

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

Justin Carroll, PS
Geodetic Design, Inc.

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

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

Ryan Miller, PS
RD Miller Land Surveying, LLC

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

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

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

______________________________
Diana Bosworth, County Clerk

**Addendum A**

EATON COUNTY REMONUMENTATION SURVEYORS
FOR THE 2023 GRANT YEAR

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

EATON COUNTY BOARD OF COMMISSIONERS

December 21, 2022

RESOLUTION AMENDING THE 2022
APPORTIONMENT REPORT

Introduced by the Ways and Means Committee

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

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

| | New Millage | |
|---|---|---|
| Unit | Original | Corrected |
| Eaton County<br>County Parks | 0.00 | 0.5000 |

---

______________________________
Diana Bosworth, County Clerk

______________________________
Date

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

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

**Introduced by the Ways and Means Committee**

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

**WHEREAS**, E-Verify employers verify the identity and employment eligibility of newly hired employees by electronically matching information provided by employees on the Form 1-9, Employment Eligibility Verification, against records available to the Social Security Administration (SSA) and the Department of Homeland Security (DHS); and

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

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

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

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

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

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

# RESOLUTION TO APPROVE HEALTH DEPARTMENT RENOVATION CONTRACT

**Introduced by the Ways and Means Committee**

**WHEREAS,** the Barry-Eaton District Health Department has identified certain renovations necessary to update the interior of its Health Clinic in Charlotte and improve its functionality for operations; and

**WHEREAS,** the County owns the facility and has appropriated $200,000 to fund a portion of the identified renovations; and

**WHEREAS,** the District Health Department has appropriated funds necessary for the remaining cost of the renovations; and

**WHEREAS,** the County and District Health Department identified Nielson Commercial Construction as the vendor to assist in the development and design of the proposed renovations; and

**WHEREAS,** the Ways and Means Committee reviewed and is recommending the approval of the design-build construction contract with Nielson Commercial Construction for an amount not to exceed $441,248 for the renovations to the Barry-Eaton District Health Department Charlotte Health Clinic.

**NOW, THEREFORE BE IT RESOLVED,** that the Board of Commissioners approves the contract with Nielson Commercial Construction for an amount not to exceed $441,248.

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

# AIA® Document A105™ – 2017

## *Standard Short Form of Agreement Between Owner and Contractor*

**AGREEMENT** made as of the 9th day of December
in the year 2022
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:
*(Name, legal status, address and other information)*

County of Eaton 38-6004847 Governmental unit
1045 Independence Blvd
Charlotte, Mi. 48813

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

and the Contractor:
*(Name, legal status, address and other information)*

Nielsen Commercial Construction Company Inc.
4604 holt road
Holt, Mi. 48842

for the following Project:
*(Name, location and detailed description)*

Barry -Eaton District Health Department Clinic Renovations P
Charlotte Mi.

The Architect:
*(Name, legal status, address and other information)*

W2 Architecture
3811 Midberry Road
Jackson Mi 49203

The Owner and Contractor agree as follows.

TABLE OF ARTICLES



## ARTICLE 1 THE CONTRACT DOCUMENTS

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

**.1** this Agreement signed by the Owner and Contractor;

**.2** the drawings and specifications prepared by the Architect, dated 6-1-22 , and enumerated as follows:

Drawings:

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

Specifications:

| Section | Title | Pages |
| --- | --- | --- |
| On drawings | | A,M,E |

**.3** addenda prepared by the Architect as follows:

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

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

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

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

**§ 2.2 Date of Commencement:**
Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
*(Insert the date of commencement if other than the date of this Agreement.)*

**§ 2.3 Substantial Completion:**
Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
*(Check the appropriate box and complete the necessary information.)*

☐ Not later than ( ) calendar days from the date of commencement.

☑ By the following date: per mutually agreeable schedule.

## ARTICLE 3 CONTRACT SUM

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

($ 441,248.00 )

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

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

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

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

| Item | Price |
|---|---|

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

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

## ARTICLE 4 PAYMENTS

**§ 4.1** Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Payment within 15 working days of application minus 10% retainage.
Retainage to be reduced to 5% at 50% completion.

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

%

**ARTICLE 5 INSURANCE**

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

**§ 5.1.1** Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than ($ 3,000,000 ) each occurrence, ($ ) general aggregate, and ($ 3,000,000 ) aggregate for products-completed operations hazard.

**§ 5.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than ($ 1,000,000 ) per combnd sngle limit,for bodilyinjury,deathof any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

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

**§ 5.1.4** Workers' Compensation at statutory limits.

**§ 5.1.5** Employers' Liability with policy limits not less than ($ 5,000,000 ) each accident, ($ 5,000,000 ) each employee, and ($ 5,000,000 ) policy limit.

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

**§ 5.1.7 Other Insurance Provided by the Contractor**
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

| Coverage | Limits |
|---|---|
| Per Nielsen attached certificate | per attached. |

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

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

**§ 5.4** Prior to commencement of the Work, Contractor shall provide certificates of insurance and endorsements showing their coverages.

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

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 The Contract

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

### § 6.2 The Work

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

### § 6.3 Intent

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

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

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

### § 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
*(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)*

## ARTICLE 7 OWNER

### § 7.1 Information and Services Required of the Owner

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

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

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

### § 7.2 Owner's Right to Stop the Work

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

### § 7.3 Owner's Right to Carry Out the Work

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

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

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

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

## ARTICLE 8 CONTRACTOR

**§ 8.1 Review of Contract Documents and Field Conditions by Contractor**

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

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

**§ 8.2 Contractor's Construction Schedule**

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

**§ 8.3 Supervision and Construction Procedures**

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

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

**§ 8.4 Labor and Materials**

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

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

**§ 8.5 Warranty**

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

**§ 8.6 Taxes**

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

**§ 8.7 Permits, Fees and Notices**

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

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

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

**§ 8.9 Use of Site**
The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

**§ 8.10 Cutting and Patching**
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

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

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

## ARTICLE 9 ARCHITECT

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

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

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

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

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

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

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

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

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

## ARTICLE 10 CHANGES IN THE WORK

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

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

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

## ARTICLE 11 TIME

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

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

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

## ARTICLE 12 PAYMENTS AND COMPLETION

### § 12.1 Contract Sum

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

### § 12.2 Applications for Payment

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

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

### § 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

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

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

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

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

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

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

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

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

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

## ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY
The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## ARTICLE 14 CORRECTION OF WORK
**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

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

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

## ARTICLE 15 MISCELLANEOUS PROVISIONS

### § 15.1 Assignment of Contract

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

### § 15.2 Tests and Inspections

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

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

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

### § 15.3 Governing Law

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

## ARTICLE 16 TERMINATION OF THE CONTRACT

### § 16.1 Termination by the Contractor

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

### § 16.2 Termination by the Owner for Cause

**§ 16.2.1** The Owner may terminate the Contract if the Contractor

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

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

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

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

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

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

## ARTICLE 17 OTHER TERMS AND CONDITIONS
*(Insert any other terms or conditions below.)*

This Agreement entered into as of the day and year first written above.
*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

| | |
|---|---|
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| | Dan Walcutt- President |
| *(Printed name and title)* | *(Printed name and title)*<br>LICENSE NO.: 2101201202<br>JURISDICTION: S.O.M. |

Init.

/

NIELCOM-01 BCHAPMAN

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/15/2022

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

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

**PRODUCER**
David Chapman Agency, Inc.
P.O. Box 30109
Lansing, MI 48909

CONTACT NAME:
PHONE (A/C, No, Ext): (517) 321-4600 FAX (A/C, No): (517) 321-9443
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : FCCI Insurance Group | 10178 |
| INSURER B : National Trust Insurance Co | 20141 |
| INSURER C : Monroe Guaranty Insurance Co | 32506 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Nielsen Commercial Construction Company
P.O. Box 7
Holt, MI 48842

**COVERAGES** CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

Re: Eaton County Health Department Renovations

Eaton County is additional insured on general liabilty per form CGL084 providing primary non-contributory coverage to the additional insureds, on automobile liability per form CAU058, and umbrella excess liability.

**CERTIFICATE HOLDER**

Eaton County
1045 Independence Blvd
Charlotte, MI 48813

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

David S. Chapman

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

**RESOLUTION TO APPROVE EXTENSION AND REVISIONS TO TEMPORARY RECRUITMENT AND RETENTION PROGRAM**

**Introduced by the Ways and Means Committee**

**WHEREAS,** the Board of Commissioners approved changes to the personnel policy and entered in to letters of understanding with its represented employees on February 11, 2022 to implement a temporary recruitment and retention program for its employees; and

**WHEREAS,** this temporary program is scheduled to expire on January 31, 2023; and

**WHEREAS,** the Ways and Means Committee has discussed extending the program for a twelve month period through January 31, 2024 to continue to attempt to address ongoing employee recruitment and retention difficulties; and

**WHEREAS,** the Ways and Means Committee discussed revisions to the program regarding the frequency of the premium stipend payments and amounts of the payments to certain position classifications, as outlined in the attached communication from the Controller/Administrator; and

**NOW, THEREFORE BE IT RESOLVED,** that the extension and revisions to the Temporary Recruitment and Retention Program are approved, as recommended; and

**BE IT FURTHER RESOLVED,** that the County Personnel Policy be updated as necessary to extend and revise the program; and

**BE IT FURTHER RESOLVED,** that the County prepare letters of understanding with its represented employee groups necessary to extend and revise the program.

# EATON COUNTY CONTROLLER/PERSONNEL

1045 Independence Blvd
Charlotte, MI 48813

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

**John F. Fuentes,** CPA
*Controller/Administrator*

**Connie L. Sobie**
*Deputy Controller/Administrator*

TO: Ways and Means Committee

FROM: John Fuentes, Controller/Administrator

SUBJECT: Short-Term Retention and Recruitment Premium Program Extension

DATE: December 16, 2022

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

**Revisions**

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

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

**Budget amendment**

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

**Personnel Policy Revision**

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

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

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

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

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

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

**RESOLUTION TO APPROVE 2022/2023 BUDGET AMENDMENTS**

**Introduced by the Ways and Means Committee**

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

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

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

**GENERAL FUND**

**SHERIFF 301.01**

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

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

**SPECIAL REVENUE FUNDS**

**PUBLIC IMPROVEMENT FUND 225**

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

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

## PARKS AND RECREATION 208

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

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

## AMERICAN RESCUE PLAN 282

| | | |
|---|---|---|
| Increase | Federal Revenue – Broadband Expansion | $2,674,288 |
| Increase | Federal Revenue – Retention & Recruiting | $1,565,000 |
| Increase | Federal Revenue – Foreclosure Prevention Program | $ 125,000 |
| Increase | Capital Outlay | $2,674,288 |
| Increase | Salaries and Fringe Benefits | $1,565,000 |
| Increase | Professional Services | $ 125,000 |

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

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

**RESOLUTION TO APPROVE EMPLOYMENT AGREEMENT**

**Introduced by the Ways and Means Committee**

**WHEREAS,** the Board of Commissioners has determined that it is the County's interest to enter in to an employment agreement for the employee to be hired as its Controller/Administrator; and

**WHEREAS,** the attached agreement has been developed and reviewed by County legal counsel; and

**WHEREAS,** the Ways and Means Committee has reviewed and recommended approval of the attached three year employment agreement.

**NOW, THEREFORE BE IT RESOLVED,** that the Board of Commissioners approves the employment agreement with Connie L. Sobie; and

**BE IT FURTHER RESOLVED,** that the Chairman of the Board of Commissioners or his designee is authorized to sign the agreement.

# EMPLOYMENT AGREEMENT

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

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

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

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

1. TERM OF EMPLOYMENT

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

2. COMPENSATION

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

3. FRINGE BENEFITS

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

4. TERMINATION

(A) The EMPLOYEE is employed at the will and pleasure of the BOARD and may be terminated from employment with or without cause by a two-third (2/3rd) vote of the BOARD. The term of this Agreement shall commence on January 17, 2023 through January 17, 2026, unless terminated earlier by either the BOARD or the EMPLOYEE with or without cause, upon ninety (90) calendar days written notice to the other party. The BOARD may waive the EMPLOYEE'S ninety (90) calendar day notice requirement. If no reason is given by the BOARD for the termination of this Agreement, the EMPLOYEE shall continue to receive the salary and benefits indicated herein for a period of one hundred eighty (180) days from the date the EMPLOYEE is notified of termination. Such notice shall not be required if the EMPLOYEE is terminated by the BOARD for "cause" as defined below.

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

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

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

5. <u>RETURN OF PROPERTY</u>

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

6. <u>SUPPLEMENTAL EMPLOYMENT</u>

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

7. JOB DUTIES

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

8. PROFESSIONAL DEVELOPMENT

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

9. MILEAGE REIMBURSEMENT

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

10. INSURANCE

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

11. COMPLIANCE WITH THE LAW

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

12. INVALID PROVISIONS

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

13. MODIFICATION OF AGREEMENT

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

14. <u>COMPLETE AGREEMENT</u>

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

**WITNESSES:**

_________________________

_________________________

**EATON COUNTY**

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

**EMPLOYEE**

_______________________________
**County Controller/Administrator**

**EATON COUNTY BOARD OF COMMISSIONERS**

**DECEMBER 21, 2022**

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

**Introduced by the Ways and Means Committee**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| FUND# | DEPT# | DEPARTMENT | AMOUNT |
|---|---|---|---|
| 101 | 040.801 | STORM WATER IMPCT FEE REC'V | $ 30,972.96 |
| 101 | 123.000 | PREPAID EXPENSES | $ 3,480.93 |
| 101 | 123.004 | PREPAID EXPENSE-TELEPHONE | $ 301.14 |
| 101 | 123.006 | PREPAID EXPENSE-POSTAGE/PRESORT | $ 120.88 |
| 101 | 276 | RECEIPTS REFUNDABLE | $ 155.00 |
| 101 | 276.001 | RECEIPTS REFUNDABLE - ECU | $ 28,948.70 |
| 101 | 276.002 | RECEIPTS REFUNDABLE - ECU - MDHHS | $ 1,593.00 |
| 101 | 101.101 | BOARD OF COMMISSIONERS | $ 1,760.63 |
| 101 | 281.31 | CIRCUIT COURT | $ 15,064.96 |
| 101 | 281.36 | DISTRICT COURT | $ 10,921.47 |
| 101 | 281.41 | FRIEND OF THE COURT | $ 661.70 |
| 101 | 281.48 | PROBATE COURT | $ 5,615.34 |
| 101 | 281.49 | JUVENILE COURT | $ 5,075.08 |
| 101 | 281.5 | CIRCUIT COURT PROBATION | $ 202.82 |
| 101 | 172 | CONTROLLER | $ 6,373.70 |
| 101 | 215.07 | ELECTIONS | $ 7,286.10 |
| 101 | 215 | COUNTY CLERK | $ 291.19 |
| 101 | 228 | INFORMATION SYSTEMS | $ 5,377.37 |
| 101 | 253 | COUNTY TREASURER | $ 690.38 |
| 101 | 257 | EQUALIZATION | $ 2,242.38 |
| 101 | 265 | BUILDING AND GROUNDS | $ 64,019.52 |
| 101 | 296.29 | PROSECUTING ATTORNEY | $ 2,974.83 |
| 101 | 296.32 | ECU | $ 1,963.75 |
| 101 | 296.35 | CRIME VICTIMS | $ (12.97) |
| 101 | 711 | REGISTER OF DEEDS | $ 135.07 |
| 101 | 442 | DRAIN COMMISSION | $ 6,806.35 |
| 101 | 301.01 | SHERIFF DEPARTMENT | $ 66,089.14 |
| 101 | 301.03 | SHERIFF DELTA | $ 29,660.81 |
| 101 | 301.51 | SHERIFF CORRECTIONS | $ 86,748.69 |
| 101 | 301.43 | ANIMAL CONTROL | $ 3,666.77 |
| 101 | 689 | VETERANS | $ 343.07 |
| 101 | 689.89 | VETERANS RELIEF | $ 72.02 |
| 101 | 721 | COMMUNITY DEVELOPMENT | $ 777.42 |
| 201 | 449 | ROAD COMMISSION | $ 1,444,573.54 |
| 208 | 751 | PARKS ADMINISTRATION | $ 6,816.76 |
| 208 | 752 | FITZGERALD PARKS | $ 3,844.38 |
| 208 | 753 | FOX PARK | $ 1,013.28 |
| 208 | 754 | BELLEVUE | $ 193.70 |
| 208 | 755 | LINCOLN PARK | $ 154.80 |
| 208 | 756 | CRANDELL PARK | $ 13.48 |
| 221 | 601 | HEALTH DEPARTMENT | $ 701,434.04 |
| 228 | 528 | RESOURCE RECOVERY | $ 5,064.07 |
| 228 | 529 | COUNTY PROJECTS | $ 1,663.43 |
| 228 | 530 | LOCAL UNIT GRANT PROJECTS | $ 13,132.84 |
| 236 | 690 | CDBG-HOUSING | $ 10,543.76 |
| 225 | 101.00.970 | CAPITAL OUTLAY | $ 570,889.65 |
| 249 | 371 | CONSTRUCTION CODE | $ 6,137.64 |
| 260 | 299 | PUBLIC DEFENDER | $ 1,373.20 |
| 245 | 257 | REMONUMENTATION | $ 2,863.64 |
| 256 | 711 | REGISTER OF DEEDS - AUTOMATION | $ 329.04 |
| 297 | 325 | 911 SURCHARGE | $ 13,670.36 |
| 261 | 325 | CENTRAL DISPATCH | $ 31,531.82 |
| 261 | 327 | 911 WIRELESS TRAINING | $ 2,324.15 |
| 261 | 101.26 | EMERGENCY SERVICES | $ 1,208.62 |
| 272 | 281.38 | PRIORITY COURT | $ 777.80 |
| 272 | 281.40 | DRUG COURT-PROGRAM INCOME | $ 676.96 |
| 273 | 281.38 | SOBRIETY COURT | $ 723.80 |
| 273 | 281.40 | DRUG COURT - PROGRAM INCOME | $ 642.80 |
| 274 | 281.38 | SWIFT & SURE SANCTIONS | $ 400.00 |
| 274 | 281.40 | DRUG COURT PROGRAM INCOME | $ 1,687.50 |
| 275 | 281.38 | VETERAN'S COURT | $ 1,215.00 |
| 276 | 281.52 | COMMUNITY CORRECTIONS | $ 177.41 |

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

| FUND# | DEPT# | DEPARTMENT | AMOUNT |
|---|---|---|---|
| 276 | 281.53 | COMMUNITY CORRECTIONS | $ 4,980.00 |
| 276 | 281.54 | OTHER GROUP SERVICES | $ 3,654.26 |
| 277 | 301 | SHERIFF DEPARTMENT | $ 7,820.99 |
| 278 | 281.38 | DRUG COURT - GRANT FUNDING | $ 4,209.50 |
| 281 | 301.51 | BUILDING BRIDGES DOJ GRANT | $ 8,503.36 |
| 287 | 301.28 | AREA PLANNER | $ 4,496.82 |
| 292 | 276 | RECEIPTS REFUNDABLE | $ 155.18 |
| 292 | 281.56 | YOUTH FACILITY | $ 23,317.39 |
| 292 | 281.57 | INSTITUTIONAL CARE | $ 14,561.63 |
| 292 | 281.58 | COMMUNITY BASED TREATMENT | $ 535.57 |
| 292 | 281.60 | DAY TREATMENT | $ 4,611.78 |
| 292 | 281.62 | IN HOME CARE | $ 1,112.70 |
| 292 | 281.68 | CHILD CARE FUND PREVENTION SERVICES | $ 42,334.72 |
| 293 | 683 | SOLDIERS & SAILORS | $ 1,200.00 |
| 296 | 281.49 | JUVENILE MILEAGE | $ 31,583.52 |
| 226 | 228 | COMPUTER FUND | $ 394,415.51 |
| 512 | 635 | EATON COUNTY HEALTH AND REHABILITATIVE SERVICES | $ 1,507,558.74 |
| 513 | 253 | FORECLOSING GOVERNMENTAL UNIT | $ 16,112.86 |
| 516 | 253 | DELINQUENT TAX REVOLVING FUND | $ 5,000.00 |
| 656 | 861 | EMPLOYER SHARE RETIREMENT | $ 495,853.75 |
| 670 | 123.000 | HEALTH - SELF INSURANCE - PREPAID EXPENSES | $ 763,468.00 |
| 670 | 851.85 | HEALTH INS VISION CLAIMS CURRENT EMP | $ 2,435.85 |
| 670 | 851-86 | REIREES HEALTH INS VISION CLAIMS | $ 186.42 |
| 676 | 852.00 | RETIREE HEALTH INSURANCE | $ 38,159.47 |
| 677 | 871 | WORKERS COMPENSATION | $ 3,731.30 |
| 679 | 853 | LIFE & DISABILITY | $ 4,444.05 |
| 680 | 854 | DENTAL INSURANCE | $ 11,780.20 |
| 690 | 20X0 300.000 | BONDS PAYABLE | $ 256,000.00 |
| 690 | 253.00.993 | INTEREST | $ 927.26 |
| 691 | 20X1 275.000 | DUE TO TAXPAYERS TAX OVERPAYMENT | $ 10,402.65 |
| 691 | 253.00.993 | INTEREST | $ 6,353.71 |
| 692 | 275.000 | DUE TO TAXPAYERS OVERPAYMENT | $ 13.20 |
| 701 | 224.000 | DUE TO ROAD COMMISSION | $ 1,634.54 |
| 701 | 226.010 | DUE TO TOWNSHIPS SUNFIELD | $ 100.00 |
| 701 | 226.090 | DUE TO TOWNSHIPS KALAMO TOWNSHIP | $ 100.00 |
| 701 | 226.100 | DUE TO TOWNSHIPS CARMEL TOWNSHIP | $ 50.00 |
| 701 | 226.120 | DUE TO TOWNSHIPS EATON RAPIDS TOWNSHIP | $ 50.00 |
| 701 | 226.140 | DUE TO TOWNSHIPS WALTON TOWNSHIP | $ 100.00 |
| 701 | 226.150 | DUE TO TOWNSHIPS BROOKFIELD TOWNSHIP | $ 50.00 |
| 701 | 226.160 | DUE TO TOWNSHIPS HAMLIN TOWNSHIP | $ 120.00 |
| 701 | 228-001 | DUE TO STATE EDUCATION TAX | $ 851,929.31 |
| 701 | 228-006 | T/A-DUE TO STATE PROBATE COURT SHARED FEES | $ 3,856.07 |
| 701 | 228-016 | T/A-DUE TO STATE PISTOL PERMITS | $ 7,541.00 |
| 701 | 228-028 | T/A-DUE TO STATE PROBATE CRT ORDERED PYMTS | $ 118.86 |
| 701 | 228-037 | T/A-DUE TO STATE CRIME VICTIMS RIGHTS | $ 2,576.71 |
| 701 | 228-042 | T/A-DUE TO STATE STATE COURT FEES | $ 1,020.00 |
| 701 | 228.044 | T/A0DUE TO STATE TRANSFER TAX | $ 275,981.25 |
| 701 | 228-046 | T/A-DUE TO STATE TRAILER COACH PARK SPECIFIC | $ 2,914.00 |
| 701 | 228-055 | T/A-DUE TO STATE DNA SPECIMEN FEE | $ 124.42 |
| 701 | 228-056 | T/A-DUE TO STATE ELECTRONIC FILING FEE | $ 1,700.00 |
| 701 | 228-057 | T/A-DUE TO STATE JUROR COMPENSATION FUND | $ 225.00 |
| 701 | 228-058 | T/A-DUE TO STATE CIVIL FILING FEE FUND | $ 9,954.00 |
| 701 | 228-059 | T/A-DUE TO STATE JUSTICE SYSTEM FUND | $ 2,591.19 |
| 701 | 228.064 | DUE TO STATE FINGERPRINT - OTHER AGENCIES | $ 1,730.00 |
| 701 | 230.000 | DUE TO OTHER GOVERNMENT UNIT | $ 80.85 |
| 701 | 230.001 | DUE TO OTHER GOVERNMENTAL UNIT EATRAN | $ 272.27 |
| 701 | 271-002 | T/A-RESTITUTION PAYABLE PROBATION | $ 22,726.56 |
| 701 | 271-004 | T/A-RESTITUTION PAYABLE JUVENILE | $ 2,650.76 |
| 701 | 274.001 | UNDISTRIBUTIED TAX COLLECTION STATE TAX APPEAL | $ 7,252.99 |
| 701 | 300-003 | T/A-BONDS PAYABLE DRAIN CONTRACT BONDS | $ 28,940.00 |
| 704 | 221.004 | DUE TO CITIES LANSING | $ 455.01 |
| 704 | 228.002 | DUE TO STATE MI WITHHOLDING TAX | $ 63,256.50 |

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

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

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

EATON COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO APPROVE SETTLEMENT AGREEMENT:**
**WAYSIDE CHURCH, *et al* v VAN BUREN COUNTY, *et al***
**WESTERN DISTRICT OF MICHIGAN CASE NO. 1:14-CV-01274**

**RESOLUTION # ________**

Minutes of a regular meeting of the Board of Commissioners of EATON County, Michigan, held in the EATON County Courthouse, in ________, Michigan, on __________, at _____ _.m., local time.

PRESENT: Commissioners ______________________________________________

______________________________________________________________

ABSENT: Commissioners ______________________________________________

The following resolution was offered by Commissioner _______________ and supported by Commissioner: _______________

WHEREAS, Wayside Church, *et al*, filed a class action complaint against a number of counties in the United States District Court for the Western District of Michigan in Civil Action No. 1:14-cv-01274 ("Complaint"); and

WHEREAS, Parties have been exploring and preparing defenses and participating in settlement negotiations under the oversight of the 6th Circuit Court of Appeals Mediation process; and,

WHEREAS, the parties are desirous of avoiding future litigation and controversy and after extensive negotiations, have agreed to certain terms and conditions set forth in the Settlement and Release Agreement, subject to approval by the Court, and as outlined by counsel; and

WHEREAS, the County understands that the Settlement and Release Agreement is a compromise of a disputed claim and that payment(s) made and conditions state therein are not to be construed as an admission of liability on the part of the parties being released by who all liability is expressly denied; and,

WHEREAS, after consultation with legal counsel, and the County Treasurer and upon the recommendation and endorsement of the Settlement by each, the County believes it is in the best interests of the citizens of EATON County to resolve the litigation in accordance with the Settlement and Release Agreement, subject to approval by the Court.

THEREFORE, BE IT RESOLVED, that the EATON County Board of Commissioners approves entering into the Settlement and Release Agreement in connection with Civil Action No. 1:14-cv-01274, subject to approval by the Court.

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners, the Treasurer or counsel are hereby authorized to sign the Settlement and Release Agreement on behalf of EATON County, subject to approval by the Court.

| | |
|---|---|
| YEAS: | Commissioners ______________________________ |
| | ______________________________ |
| NAYS: | Commissioners ______________________________ |
| ABSTAIN: | Commissioners ______________________________ |

RESOLUTION DECLARED ADOPTED.

______________________________
__________, Clerk
County of EATON

STATE OF MICHIGAN )
) SS
COUNTY OF EATON )

I, __________, the duly qualified and acting Clerk of EATON County, Michigan (the "County") does hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners at a meeting held on __________, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed my signature this __________.

______________________________
__________, Clerk
County of EATON

**HEALTH AND HUMAN SERVICES COMMITTEE MEETING**

**MONDAY, DECEMBER 5, 2022**
**9:00 A.M.**

**MINUTES**

| | |
|---|---|
| **MEMBERS PRESENT:** | Commissioners Jim Mott, Barbara Rogers, Mark Mudry, Blake Mulder and Jeanne Pearl-Wright |
| **MEMBERS ABSENT:** | Commissioners Tim Barnes and Dairus Reynnet |
| **ALSO PRESENT:** | Commissioner Jeremy Whittum and John Fuentes |

The December 5, 2022 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 7, 2022 meeting, as presented. Commissioner Mudry seconded. Motion carried unanimously.

Commissioner Pearl-Wright moved to recommend approval of the resolution to continue the Human Services Collaborative Council, to the Board of Commissioners, as presented. Commissioner Mudry seconded. Commissioner Rogers indicated she felt the continuation was unnecessary and that the meetings take time away for agency employees' regular work activities. Commissioner Pearl-Wright provided a history of the Council's activities and agency participation. There was also discussion regarding the Council's current continuation of meeting virtually; the increase in participation under the format, as well as the disadvantage of lacking personal engagement. Motion carried. Commissioner Rogers opposed.

Commission Mulder moved to recommend approval of the Youth Facility interim operating agreement, to the Board of Commissioners, as presented. Commissioner Pearl-Wright seconded. Motion carried unanimously.

Commissioner Mulder recommended the approval of the appointment of Jane Whitacre, to a three-year term expiring December 31, 2025 to the Tri-County Office on Aging Advisory Council, to the Board of Commissioners. Commissioner Pearl-Wright seconded. Motion carried unanimously.

Chairperson Mott adjourned the meeting at 9:22am.

The next regularly scheduled meeting of the Health and Human Services Committee will be held in January 2023 at a date to be determined at the Board of Commissioner's Organizational Meeting scheduled for Tuesday, January 3, 2023 at 7:00 p.m., in the Board of Commissioners Room of the Courthouse located at 1045 Independence Blvd, Charlotte MI  48813.

______________________________
Jim Mott, Chairperson

**INFORMATION TECHNOLOGY AND COMMUNICATION COMMITTEE MEETING**

**WEDNESDAY, DECEMBER 7, 2022**
**4:00 P.M.**
**MINUTES**

---

**MEMBERS PRESENT:** Commissioners Wayne Ridge, Dairus Reynnet, Brian Droscha, Brandon Haskell, Mark Mudry and Barbara Rogers

**MEMBER ABSENT:** Commissioner Brian Lautzenheiser

**ALSO PRESENT:** Commissioners Jeremy Whittum and Joseph Brehler; Eric Daley, Nathan Nighbert and John Fuentes

The December 7, 2022 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.

The agenda stood, as presented.

Commissioner Droscha moved to approve the minutes of the October 5, 2022 meeting, as presented. Commissioner Haskell seconded. Motion carried unanimously.

Technology Services Director, Eric Daley, presented a recommendation on behalf of the Community Broadband Action Team based on the responses received to the County's Request for Proposals. It was reported that the County received proposals from six ISPs to expand broadband service to the unserved and underserved areas of the County. Team members scored the proposals individually based on the criteria identified in the RFP. The Team met on November 28, 2022 to compile and discuss the scoring. Based on the results, it was determined that four ISPs were selected for follow-up interviews held on December 5, 2022.

As a result of the scoring and interviews, the Action Team is recommending ACD.net be selected as the ISP to develop a partnership agreement to pursue grant funding through the upcoming Realizing Opportunities with Broadband Infrastructure Networks (ROBIN) program. Discussion held.

There was also discussion regarding the soon-to-be finalized grant information for the ROBIN program.

Commissioner Haskell moved to approve working with ACD.net to negotiate a broadband wired infrastructure partnership agreement based on the their proposal dated November 10, 2022 to pursue a ROBIN grant application for the balance of necessary funding to complete the construction contained in their proposed bid zones and to recommend to the Ways and Means

Committee that the County's remaining unallocated American Rescue Plan funds as identified at its November 10, 2022 meeting be allocated to be used as matching funds in the grant application. Commissioner Droscha seconded. Motion carried unanimously.

Chairperson Ridge adjourned the meeting at 4:44 p.m.

The next scheduled meeting of the Information Technology and Communication Committee will be held in January, 2023 at a date determined at the Board of Commissioners' Organizational Meeting scheduled for January 3, 2023 at 7:00 p.m. in the Board of Commissioners' Room in the Eaton County Courthouse located at 1045 Independence Blvd, Charlotte MI 48813.

__________________________
Wayne Ridge, Chairperson

**PUBLIC SAFETY COMMITTEE**

**THURSDAY, DECEMBER 1, 2022**
**4:00 P.M.**

**MINUTES**

---

| | |
|---|---|
| **MEMBERS PRESENT:** | Chairman Commissioner Tim Barnes, Vice-Chairman Commissioner Wayne Ridge, Commissioner Mark Mudry, Commissioner Brian Droscha, Commissioner Brandon Haskell, Commissioner Jane Whitacre, and Commissioner Darius Reynnet |
| **ALSO PRESENT:** | Chairman Jeremy Whittum, Controller John Fuentes, Sheriff Tom Reich, Undersheriff Jeff Cook, Captain Chris Kuhlman, Dispatch Director Kelly Cunningham, Administrative Assistant Teresa Tucker, Emergency Services Manager Ryan Wilkinson, Community Corrections Coordinator Melanie Achenbach, John McNett, and Jerri Nesbitt |

The December 1, 2022, regular meeting of the Public Safety Committee was called to order at 4:00 p.m. by Chairman Commissioner Barnes.

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

**AGENDA ADDITIONS AND CHANGES**
None.

**APPROVAL OF MEETING MINUTES**
Commissioner Droscha moved to approve the Minutes of the November 3, 2022 Public Safety Committee Meeting. Commissioner Ridge seconded the motion. Motion carried unanimously.

**LIMITED PUBLIC COMMENT**
None.

**SHERIFF'S OFFICE UPDATE**
Sheriff Reich reported the highlights for the month of November, 2022.

**CADET PROGRAM PROPOSAL**
Capt. Kuhlman provided an overview of the proposed Cadet Program, aimed at recruiting new employees. The program will accept up to six cadets who are pursuing or are completing a Criminal Justice program. The Sheriff's Office would sponsor them through a police academy and fund the academy tuition. They would be a certified police officer upon academy graduation

and become a probationary deputy. The proposed program will include agreements to protect the County's investment during and after the policy academy. Discussion held. Commissioner Droscha made a motion to recommend program approval of the cadet to the Ways and Means Committee for approval of position description, budget amendment and changes to the position allocation list. Commissioner Mudry seconded the motion. Motion carried unanimously.

**MONTHLY REPORTS**
Controller Fuentes reported that the Jail census was 41 percent for the month of November, which is lower than recent months. The descent during this period is consistent with historical census data. It was noted that the WRAP program participant census remained consistent with prior months and did not reflect a significant reduction.

**CENTRAL DISPATCH UPDATE**
Central Dispatch Director Cunningham reported staff is completing required training and additionally there are three new Telecommunicators in the training program. An update was provided on the research phase, including vendor demonstrations for a potential computer-aided dispatch (CAD) system replacement in FY 23-24. Technology Services is completing a routine device replacement project for Fire and EMS units. Recent career outreach efforts were discussed including attendance at a Career Day event at Potterville High School. Teresa Tucker, Central Dispatch LEIN Tac Coordinator and Administrative Assistant, was introduced to the committee. Ms. Tucker has been employed at Central Dispatch for 20 years.

**EMERGENCY SERVICES UPDATE**
Emergency Services Manager Wilkinson reported focusing on 2023 planning, i.e., Tri-County Hazardous Mitigation Plan, Emergency Operations Plan update, and training classes January-March, 2023. It was also reported that Central Dispatch Director Cunningham completed the requirements to obtain the Professional Emergency Manager designation including passing the examination.

Commissioner Haskell made a motion to recommend approval of the Emergency Manager Performance grant work agreement, which pays up to 50 percent of the Emergency Manager's salary, to the Board of Commissioners. Commissioner Droscha seconded the motion. Motion carried unanimously.

**MISCELLANEOUS**
Chairman Commissioner Barnes thanked the committee for their support and wished everyone Happy Holidays.

**LIMITED PUBLIC COMMENT**
None.

**ADJOURNMENT**
Commissioner made a motion to adjourn the meeting. Commissioner Mudry seconded the motion. The meeting adjourned at 4:38 p.m.

The next regularly scheduled meeting of the Public Safety Committee will be held in January 2023 at a date to be determined at the Board of Commissioner's Organizational Meeting scheduled for Tuesday, January 3, 2023 at 7:00 p.m. in the Commissioners' Room of the Courthouse located at 1045 Independence Blvd., Charlotte, Michigan 48813.

________________________________________

Commissioner Timothy Barnes
Chairperson, Public Safety Committee

**PUBLIC WORKS & PLANNING COMMITTEE**

**WEDNESDAY, DECEMBER 14, 2022**
**9:00 A.M.**

**MINUTES**

---

| | |
|---|---|
| **MEMBERS PRESENT:** | Commissioners Brian Lautzenheiser, Jim Mott, Terrance Augustine, Joseph Brehler, Blake Mulder and Barbara Rogers |
| **MEMBERS ABSENT:** | Jane Whitacre |
| **ALSO PRESENT:** | Commissioner Jeremy Whittum, Ruthann Clark, Claudine Williams, Morgan Feldpausch, Travis Keeton, Rachel Cuschieri-Murray and John Fuentes |

The December 14, 2022 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 Mott seconded. Motion carried unanimously.

Commissioner Mott moved to approve the minutes of the November 9, 2022 meeting, as presented. Commissioner Brehler seconded. Motion carried unanimously.

Rachel Cuschieri-Murray was present to introduce herself as the new Executive Director of the Eaton Conservation District. A brief overview of District programs, activities and upcoming events was provided.

An update of the remaining appointments was presented and reviewed. It was reported that Charamy Cleary and Ben Tirrell had expressed interest in the Purchase of Development Rights Selection Committee. The representative of the Conservation District on the Selection Committee was included as Ms. Murray to replace retired Director Sue Spagnuolo.

It was also reported that the County's representative to EATRAN, Vicky Beers, had discussed the need to be replaced due to scheduling conflicts that prevent her from attending and participating in EATRAN meetings with Chairman Whittum. Rob Piercefield has expressed interest in being appointed to the remainder of the term. Discussion held.

Commissioner Mulder moved to recommend the appointment of Charamy Cleary, Ben Tirrell and Rachel Cuschieri-Murray to two-year terms expiring December 31, 2024 on the Purchase of Development Rights Selection Committee; to remove Vicky Beers as the County's Northwest Quadrant representative on EATRAN at her request and appoint Rob Piercefield to the remainder of the three-year term expiring December 31, 2024 as the County's Northwest Quadrant representative on EATRAN, to the Board of Commissioners. Commissioner Brehler seconded. Motion carried unanimously.

Controller/Administrator Fuentes reviewed the monthly reports for the Construction Code Enforcement Department. Discussion held.

Community Development Director, Claudine Williams, was present to provide the Department's monthly report. It was reported that the County received no applications in response to its solicitation of the availability of State Purchase of Development Rights grants funds. An update was also provided on the progress of the Master Plan update project.

Resource Recovery Coordinator, Morgan Feldpausch, was present to provide the monthly update on behalf of the Designated Implementing Agency. It was reported that the legislature passed a package of bills updating Part 115 of the Natural Resources and Environmental Protection Act. As a result the County will need to update its Solid Waste Management Plan. The approved legislation also included funding to local units for the necessary planning activities. Discussion held.

An update was provided on the Michigan Materials Management County Engagement grant project, the Michigan Green Communities Program and Local Governments for Sustainability membership. Discussion held.

Parks Director, Travis Keeton, was present to provide the Department's monthly update. An outline of a proposed local grant program to be funded by the Parks Millage was provided. The outline included outstanding decision points that need to be determined to finalize the program. Discussion held regarding the creation of a Parks sub-committee/workgroup in January 2023 to recommend a local grant program to the Committee and Board for approval.

There was discussion regarding eliminating the current motor vehicle entry fees for County parks after the passage of the Parks Millage. Discussion held.

Commissioner Augustine moved to recommend amending the Parks Department fee schedule to eliminate motor vehicle entry fees, to the Board of Commissioners. Commissioner Mulder seconded. Discussion held. Motion carried. Commissioner Rogers opposed.

Director Keeton discussed future staffing changes to address additional maintenance projects. Discussion held. The consensus of the Committee was that organizational changes and staffing levels would be a matter discussed and recommended through the to-be formed Parks Millage sub-committee/workgroup.

An update was provided on the County's DNR SPARK grant application which is due December 19. There was discussion regarding the grant scoring criteria including extra consideration for applications demonstrating local funding participation. Further discussion held.

Commissioner Augustine moved to recommend to the Ways and Means Committee the approval of a budget amendment in the Parks and Recreation Fund of $100,000 to be utilized as local matching funds for the County's SPARK grant application. Commissioner Rogers seconded. Motion carried unanimously.

A revised resolution authorizing the Drain Commissioner to require deposits for preliminary costs associated with an application to lay out and designate a drainage district was presented and discussed. It was reported that resolution includes a maximum deposit and limits the application of such deposits to municipal and developer applications. Discussion held.

Commissioner Mulder moved to recommend approval of the resolution authorizing the Drain Commissioner to require deposits pursuant to the Drain Code, as presented, to the Board of Commissioners. Commissioner Rogers seconded. Motion carried. Commissioner Augustine and Brehler opposed.

Chairperson Lautzenheiser adjourned the meeting at 10:16 a.m.

The next regularly scheduled meeting of the Public Works and Planning Committee will be held in January 2023 on a date to be determined at the Board of Commissioners Organizational Meeting scheduled for 7:00 p.m. on January 3, 2023, in the Board of Commissioners Room of the Courthouse located at 1045 Independence Blvd, Charlotte MI 48813.

__________________________________

Brian Lautzenheiser, Chairperson

**WAYS AND MEANS COMMITTEE MEETING**

**THURSDAY, DECEMBER 16, 2022**

**9:00 A.M.**

**MINUTES**

---

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

**ALSO PRESENT:** Tim Vandermark, Robert Robinson, Tom Reich, Jeff Cook, Chad Powers, Claudine Williams, Doug Lloyd, John Fuentes and Connie Sobie.

The December 16, 2022 regular meeting of the Ways and Means Committee was called to order at 9:01 a.m. by Chairman Mulder.

The Pledge of Allegiance was given by all.

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

Commissioner Lautzenheiser moved to approve the minutes of the November 10, 2022 and November 28, 2022 Ways and Means Committee meetings. Commissioner Augustine seconded. Motion carried unanimously.

No Public Comment.

The 2023 Remonumentation Grant application was presented (attached) and discussed. A resolution appointing the remonumentation representative, Ron Lester, and related agreement for 2023 and a resolution authorizing agreements with surveyors was presented (attached). Commissioner Lautzenheiser moved to recommend approval of the resolution to appoint the 2023 County remonumentation representative and related contract and the resolution to authorize agreements with surveyors to the Board of Commissioners, as presented. Commissioner Pearl-Wright seconded. Motion carried unanimously.

Tim Vandermark reviewed the preliminary 2022 Equalization Studies (attached) with the Committee. The studies indicate the following changes from the previous year: Agricultural 5.15% increase, Commercial 6.07% increase, Industrial 2.62% increase, Residential 10.07% increase and Developmental 3.48% increase. The total increase to Real Property was 8.44%. Mr. Vandermark discussed the changes in each classification and by local unit. Discussion held regarding rental cost increases and housing affordability.

Equalization Director Tim Vandermark presented and reviewed a resolution to amend the 2022 Apportionment Report to include the .50 of a mill County Parks Millage. Commissioner Augustine moved to recommend approval of the Resolution Amending the 2022 Apportionment Report to the Board of Commissioners, as presented. Commissioner Droscha seconded. Motion carried unanimously.

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

Information regarding the Sheriff's recruitment efforts was presented (attached).

A program overview of the Sheriff's Office Cadet Program, as recommended by the Public Safety Committee, was presented (attached) including a proposed job description (attached). Controller Fuentes provided a an overview of the program concept. The cadets would begin employment as part-time, less than 29 hours per week at $15.00 per hour. As determined by the Sheriff's Office, approved cadets may be sponsored to attend an approved police academy once meeting the MCOLES minimum eligibility requirements. Sponsorship will be contingent on hiring conditions mutually agreed upon by the Sheriff and the cadet candidate. The cadet will receive full-time wage and benefits as determined by the Board of Commissioners. Failure to successfully complete the program, enter the agreed upon police academy or failure to attain a passing score on their MCOLES licensing exam, will result in employment separation from the Sheriff's Office and require repayment of the County investment in the academy tuition. The conditions of the agreement are being reviewed by legal counsel. There was discussion regarding the terms of an agreement related to the repayment of tuition. Multiple options were discussed related to establishing an agreement with the employee. It was reported approval is being sought to create the cadet program for cadets to begin employment while attending their college courses. An agreement for future sponsorships is currently under development by legal counsel and must be approved by the Committee prior to a sponsorship being able to occur. Commissioner Lautzenheiser moved to approve the creation of the position of cadet based on the presented job description and direct staff to finalize an employment agreement for sponsorships for consideration. Commissioner Mott seconded. Motion carried unanimously.

It was reported that the Committee had previously provided the Controller with temporary authorities to attempt to address retention and recruiting issues, which expires December 31, 2022. These included the authorization of overtime pay within exempt classifications due to staffing levels and workload, additional flexibility to adjust the salary of an incumbent employee if a new hire was placed at a higher step on the scale in order to recruit the new employee and also allowed a limited authority of advanced accrual of vacation time for a new hire instead of the current policy in which it takes a full year to accrue the leave time. It is recommended to continue this temporary authority regarding these personnel policy provision discussed to be used as needed through end of June 2023. Commissioner Pearl-Wright moved to extend the authority through June 30, 2023. Commissioner Mott seconded. Motion carried unanimously.

A job description for the Controller/Administrator position was presented with a proposed change to the educational requirements. Commissioner Augustine moved to approve the job description as revised. Commissioner Droscha seconded. Motion carried unanimously.

It was reported that Eaton County is required to report its I-9 Employment Eligibility Verification utilizing the federal E-Verify system. Human resources utilizes a software provider, NEOGOV, for its hiring and onboarding process and this resolution will authorize the County to submit its E-Verify through the NEOGOV system at no additional cost. Commissioner Droscha moved to recommend approval of the resolution to authorize NEOGOV to act as an E-Verify Agent, as presented, to the Board of Commissioners. Commissioner Augustine seconded. Motion carried unanimously.

The October Health Insurance Expenditure report was presented (attached). The report indicates an unfavorable variance of ($700,717) compared to the budget projection for both the County and Health Department. The County's portion is an unfavorable variance of ($610,503). The County's active employees' unfavorable variance is ($459,141) and the retirees' unfavorable variance is ($151,352).

Excess Workers Compensation insurance one year renewal by Midwest Employers Casualty was presented (attached). Commissioner Lautzenheiser moved to approve the renewal proposal with Midwest Employers Casualty for one year, as presented. Commissioner Mott seconded. Motion carried unanimously.

An update of the Child Care Fund was presented and discussed (attached). Based on the updated projection of revenues and expenditures the estimated fund balance at September 30, 2022 is $169,715. Previous action by the Committee was taken to reduce transfers to the Child Care Fund from the General Fund and the Juvenile Millage Fund to retain a balance of approximately $150,000. Based on discussion regarding the Youth Facility expansion utilizing the Raise the Age Grant funds, the consensus was to retain the full transfers within the Child Care Fund for potential construction related expenses.

It was reported responses to requests for proposal for the Raise the Age grant proposal for Youth Facility expansion were received from Granger Construction and Clark Construction on December 8, 2022. A breakdown of the initial proposal information was provided (attached). Facilities Manager Chad Powers was present to provide information regarding the proposals. Discussion held. Mr. Powers will work to verify information and provide additional clarification and comparison on the proposals. Mr. Fuentes indicated Judge Byerley, Juvenile Administrator Amanda Pollard and Youth Facility Director Jeremy Mulvany are working to evaluate the proposals. Ms. Pollard has been working on a proposal with the Michigan Department of Health and Human Services to extend the current grant term set to expire September 30, 2023, as a work project that would extend through the completion of the construction.

Controller Fuentes provided an update to the status of the 2022/2023 Public Improvement project expenditures (attached). Mr. Powers was present to discuss the renovations to the Health Department Clinic. Commissioner Brehler moved to approve the contract with Nielsen Construction for the Health Department Clinic renovations, as presented, to the Board of Commissioners. Commissioner Augustine seconded. Motion carried unanimously.

It was reported the USDA lease in the 551 Building expires on December 31, 2022. The Controller's Office contacted the USDA regarding a lease extension. Given the current location has been leased by the Agency for twenty years additional approvals are necessary to consider an extension of a new long term lease. The current lease terms will remain in place until the USDA recommends a new long term lease.

Chairperson Mulder recessed the meeting for a brief break at 10:39 a.m.

Chairperson Mulder reconvened the meeting at 10:55 a.m.

An update of the American Rescue Plan identified uses and allocations was presented (attached).

Treasurer Bob Robinson was present to discuss the request for funding for a foreclosure prevention program through both Capital Area Community Services (CACS) and Housing Services Mid-Michigan (HSMM) he proposing the total of $125,000 divided equally between both agencies for staffing the programs to provide effective services. The State of Michigan is no longer providing funding to non-profit agencies for these services. Treasurer Robinson indicated both agencies have proven successful in their foreclosure prevention programs by providing counseling services. Treasurer Robinson indicated the ARP fund investments have earned over $150,000, so the request does not affect the County's ARP allocation.

Mr. Fuentes presented a memo regarding the extension and revision to the temporary employment recruiting and retention initiative expiring on January 31, 2023 and reviewed the recommendation (attached). The revision to the program is changing the frequency from a monthly payment to a semi-annual basis and eligibility would be considered after the completion of each semi-annual period. The amount would remain at $3,000 for the annual period, but consideration for $5,000 for the positions of Deputy, Corrections Deputy, Sheriff Command Officers and Youth Specialists. The recommendation would require an additional

$1,565,000 to be allocated from the ARPA funds. The extension of the temporary employment recruiting and retention initiative would require letters of understanding with the County's represented employee groups.

Commissioner Augustine moved to extend the temporary employment recruiting and retention initiative as proposed in the Controller's memo. Commissioner Lautzenheiser seconded. There was discussion regarding future funding in the form of modifications to the County's longevity payment program outside of the ARPA funding. Motion carried. Commissioner Brehler opposed.

It was reported the Eaton County Broadband Communication Action Team received six proposals from internet service providers (ISPs) to increase accessibility of reliable internet connectivity throughout the County (attached). Proposals were evaluated and individually scored by the members of the team using the identified RFP criteria. The team recommended ACD.net as the ISP to develop a partnership agreement to pursue grant funding through Realizing Opportunities with Broadband Infrastructure Networks (ROBIN) program in three of the seven identified zones within their proposal. The Information Technology and Communication Committee moved to approve working with ACD.net to negotiate a broadband wired infrastructure partnership agreement to pursue a ROBIN grant application and recommended the County's unallocated American Rescue Plan funds be allocated as matching funds in the grant application in the recommended bid zones, which would utilize $2,674,266 of the ARP funds. It was reported there is not a required match, but would assist in scoring the grant application. There was discussion regarding continuing to pursue funding for future expansion to cover all zones within the County. Claudine Williams was present to discuss the upcoming ROBIN grant application process, expected to open the second week of January 2023. Additional funding could be sought for expansion through subsequent funding opportunities expected to be made available near the end of 2023. Commissioner Augustine moved to allocate $2,674,266 of the ARP funds to the broadband project as described and $125,000 to the foreclosure prevention program as described. Commissioner Brehler seconded. Discussion held. Motion carried unanimously.

Budget amendments were presented (attached). Mr. Fuentes provided an explanation of the amendments. Commissioner Brehler moved to recommend approval of the 2021/22 budget amendments including the addition of the Foreclosure Prevention Program allocation of $125,000, to the Board of Commissioners. Commissioner Augustine seconded. Motion carried unanimously.

Mr. Fuentes presented a list of one expiring citizen appointment on December 31, 2024 for the Eaton County Building Authority (attached).

A resolution to establish the Commissioner Compensation effective January 1, 2023 with a proposed change to increase the per-meeting payment from $35 to $70 for commissioners and non-commissioners appointed by the Board of Commissioners was presented (attached). There was discussion regarding the proposed change. Commissioner Augustine moved to recommend approval of the proposed resolution to establish the Commissioner Compensation effective January 1, 2023 to the Board of Commissioners as presented. Commissioner Lautzenheiser seconded. Motion carried. Commissioners Droscha, Brehler and Mott opposed.

Commissioner Lautzenheiser moved to recommend approval of the payment of the claims against the County in the amount of $726,880.38 and immediate claims in the amount of $11,609,445.12 to the Board of Commissioners, as presented. Commissioner Droscha seconded. Discussion held. Motion carried unanimously.

Chairman Mulder indicated he had completed the Controller's evaluation for 2022.

An employment agreement between the Eaton County Board of Commissioners and Connie Sobie was presented (attached). Chairman Mulder discussed the interview conducted by himself and Commissioners

Mott and Augustine and the interview committee. Based on that interview, the interview committee is recommending Connie Sobie for the Controller/Administrator position. Commissioner Lautzenheiser moved to recommend approval of the employment agreement as presented, to the Board of Commissioners. Commissioner Pearl-Wright seconded. Motion carried unanimously.

Chairman Mulder indicated Connie Sobie is requesting to allow John Fuentes to provide assistance through the annual audit on a temporary hourly basis. The consensus of the Committee was to approve the request at the Controller's discretion, as needed.

Prosecutor Doug Lloyd was present to express his disagreement with the retention and recruitment premium program extension including an increase for certain employee groups. He indicated it will be difficult to try to explain to his employees why some employees are receiving a higher amount especially considering his office is also dealing with retention and recruitment difficulties of its own and the same is true for other offices not being considered for the increased amount. He asked the Committee to consider extending the program to all with the same $5,000 for all County employees.

Chairperson Mulder adjourned the meeting at 12:27 p.m.

The next regular meeting of the Way and Means Committee will be held in January 2023, at a date and time to be determined by the Board of Commissioners at its Organizational Meeting scheduled for January 3, 2023.

____________________

Chairman Blake Mulder