

EATON COUNTY BOARD OF COMMISSIONERS
WEDNESDAY, AUGUST 16, 2023 AGENDA

- I. Call to Order – 7:00 p.m.
- II. Pledge of Allegiance to the Flag
- III. Invocation
- IV. Roll Call
- V. Agenda Additions or Changes
- VI. Approval of Minutes of July 19, 2023
- VII. Communications
- VIII. Retirement Recognition Resolutions
- IX. Limited Public Comment
- X. COMMITTEE REPORTS AND RESOLUTIONS
 - A. HEALTH AND HUMAN SERVICES COMMITTEE – Commissioner Lautzenheiser
 - B. PUBLIC SAFETY COMMITTEE – Commissioner Barnes
 - 1. Community Corrections Advisory Board Appointment
 - 2. Resolution to Approve Application for Edward Byrne Memorial Justice Grant Program
 - 3. Resolution to Approve Jail Telephone System Service Contract.
 - 4. Resolution to Approve Emergency Operations Plan Renewal.
 - C. INFORMATION TECHNOLOGY & COMMUNICATION COMMITTEE – Commissioner Droscha
 - D. PUBLIC WORKS AND PLANNING COMMITTEE – Commissioner Rogers
 - 1. Resolution to Approve 2023-2024 SWAG Grants
 - 2. Resolution to Approve 2023-2024 Eaton County Parks Community Grants
 - 3. Resolution to Approve DCA-8-23-2
 - E. WAYS & MEANS COMMITTEE - Commissioner Mulder
 - 1. Resolution Pledging Full Faith and Credit to Lemon Drainage District Bonds
 - 2. MERS Delegate Resolution
 - 3. Resolution to Approve Windsor Township Police Services Agreement
 - 4. Resolution to Approve FY 22/23 Budget Amendments
 - 5. Jury Board Appointments
 - 6. Claims and Purchases
 - 7. Youth Facility Expansion Construction Agreement – Granger Construction
- XI. Limited Public Comment
- XII. Administrator’s Report
- XIII. Commissioner Comment
- XIV. Unfinished Business
- XV. Old Business
- XVI. New Business
- XVII. Adjourn to Tuesday, September 12, 2023 regular meeting at 7:00 p.m.

EATON COUNTY BOARD OF COMMISSIONERS
JULY 19, 2023

The Eaton County Board of Commissioners met in regular session at the County Facilities, in the City of Charlotte, Wednesday, July 19, 2023 including the availability of virtual participation by the public.

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

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

Commissioner Lautzenheiser gave the invocation.

Roll call. Commissioners present: Tim Barnes, Blake Mulder, Terrance Augustine, Brandon Haskell, Jeanne Pearl-Wright, Mark Mudry, Joseph Brehler, Brian Droscha, Jacob Toomey, Scott Hansen, Brian Lautzenheiser, Frank Holmes, Barbara Rogers and Jim Mott.

Commissioners absent: Trevor Youngquist

Commissioner Lautzenheiser moved the agenda to be approved as presented. Seconded by Commissioner Toomey. Carried.

Commissioner Rogers moved the approval of the June 21, 2023 minutes. Seconded by Commissioner Droscha. Carried.

Communications: Communication from EGLE regarding New Materials Management Plans. Board of Commissioner resolutions received from Delta, Ingham, Lenawee, Livingston, Mackinac, Ottawa and St. Joseph Counties. (On file)

Commissioner Toomey moved the approval of #23-7-79 Resolution of Appreciation for Jill Pugh Youth Facility.

WHEREAS, Jill Pugh will be retiring from Eaton County on August 4, 2023; and
WHEREAS, Jill worked in the Youth Facility from September 4, 1994 and is retiring with 28 years of service; and

WHEREAS, Jill 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 Jill's years of public service.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners expresses its sincere gratitude for the years of exceptional service Jill provided to Eaton County; 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 19th day of the month of July in the year 2023.

Seconded by Commissioner Haskell. Carried unanimously.

Commissioner Toomey moved the approval of #23-7-80 Resolution of Appreciation for Amy Hughes Sheriff's Office.

WHEREAS, Amy Hughes has retired from Eaton County on July 6, 2023; and
WHEREAS, Amy worked in the Sheriff's Office from January 29, 2001 and is retiring with 22 years of service; and

WHEREAS, Amy 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 Amy's years of public service.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners expresses its sincere gratitude for the years of exceptional service Amy provided to Eaton County; 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 19th day of the month of July in the year 2023.

Seconded by Commissioner Haskell. Carried unanimously.

Commissioner Toomey moved the approval of #23-7-81 Resolution of Appreciation for Eric Hafner Sheriff's Office.

WHEREAS, Eric Hafner will be retiring from Eaton County on August 14, 2023; and

WHEREAS, Eric worked in the Sheriff's Office from July 20, 1998 and is retiring with 25 years of service; and

WHEREAS, Eric 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 Eric's years of public service.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners expresses its sincere gratitude for the years of exceptional service Eric provided to Eaton County; 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 19th day of the month of July in the year 2023.

Seconded by Commissioner Haskell. Carried unanimously.

Public Comment: Eric Hafner spoke in regards to the County retiree's healthcare program.

Commissioner Lautzenheiser moved the approval of the Health and Human Services Committee Appointment.

Tri-County Aging Consortium Advisory Council - 3 year term

Ruth Pearson

Three-year term expiring 12/31/25

Seconded by Commissioner Pearl-Wright. Carried unanimously.

Commissioner Barnes moved the approval of the #23-7-82 Resolution to Approve Agreement for Physician Services at the Eaton County Jail

WHEREAS, the Jail Accreditation Organization requires that the jail have a written agreement for the provision of necessary medical services for the jail inmates in place; and

WHEREAS, the language for such annual Agreement has been previously reviewed and approved by the Public Safety Committee and the Board of Commissioners; and

WHEREAS, such Agreement provides for a \$4,200.00 annual retainer, reimbursement for services rendered at an hourly rate of \$150.00 and requires the County to provide medical malpractice insurance.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners enter into an Agreement with Dr. Ted Coy for a period of August 1, 2023 through July 31, 2026 for the provision of necessary inmate medical services at the Eaton County Jail; and

BE IT FURTHER RESOLVED, that the Chairperson be authorized to sign the Agreement.

Seconded By Commissioner Droscha. Carried unanimously.

Commissioner Rogers moved the approval of #23-7-83 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 Commission Augustine. Carried unanimously.

Commissioner Mulder moved the approval of #23-7-84 Resolution Receiving Advice from the County Treasurer as to a Surplus Which Can Be Transferred From the Delinquent Tax Revolving Fund to the General Fund.

WHEREAS, Section 87b(7) of Act No. 206, Michigan Public Acts of 1893, as amended ("Act 206") authorizes the Board of Commissioners to transfer to the Eaton County General Fund any surplus in the Eaton County 100% Tax Payment Fund by appropriate action of the Board of Commissioners; and

WHEREAS, the Eaton County Treasurer has reviewed the amounts which are currently available in the 100% Tax Payment Fund, and has determined that \$506,936.00 may be transferred to the General Fund as a "surplus" as of July 14, 2023; to be appropriated within the Fiscal Year 2023/2024 budget; and

WHEREAS, the Eaton County Treasurer hereby declares that a surplus of \$506,936.00 exists in the 100% Tax Payment Fund.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD AS FOLLOWS:

1. The Eaton County Treasurer is authorized to transfer \$506,936 from 100% Tax Payment Fund to the General Fund as of July 14, 2023, for the Fiscal Year 2023/2024 budget.

2. Any further transfers of surplus amounts will be specifically approved after recommendation by the Eaton County Treasurer by resolution of the Board of Commissioners.

Seconded by Commissioner Brehler. Carried unanimously.

Commissioner Mulder moved the approval of #23-7-85 Resolution to Approve Personnel Policy Update.

WHEREAS, the Board of Commissioners adopted a Personnel Policy for employees to extend the temporary retention and recruitment program on December 21, 2022 (Resolution 22-12-134); and

WHEREAS, the language within the temporary program was inconsistent with the letters of agreement with collective bargaining units and did not apply the intent of the policy; and

WHEREAS, the Ways & Means Committee has reviewed and is recommending approval of the proposed revisions to the previously amended personnel policy, to be effective immediately; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the attached revisions to the Personnel Policy.

Seconded by Commissioner Droscha. Carried unanimously.

Commissioner Mulder moved the approval of #23-7-86 Resolution to Approve the United States Department of Agriculture (USDA) Lease Renewal at the Eaton County Office Building.

WHEREAS, the USDA has been leasing space in the Office Building since 1993; and

WHEREAS, the USDA is desirous of extending the current lease through December 2019; and

WHEREAS, the USDA is requesting the extension under the same terms and conditions as currently exist, 3295 square feet at a cost of \$22.50 per square foot (all inclusive); and

WHEREAS, Ways and Means Committee is recommending the lease extension.

NOW, THEREFORE, BE IT RESOLVED, that the Board approves the lease extension as described above effective beginning July 1, 2023 through December 31, 2025 and the Controller be authorized to sign the lease.

Seconded by Commissioner Droscha. Carried unanimously.

Commissioner Mulder moved the approval of #23-7-87 Resolution to Approve FY 2022/23 Budget 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:

SPECIAL REVENUE FUNDS

<u>DRAIN DEBT - 851</u>		
Increase	Special Assessment Revenue	\$ 191,348
Increase	Interest Revenue	\$ 280,000
Increase	Drain Bond Principal	\$ 304,000
Increase	Drain Bond Interest	\$ 167,348

To increase total budget for the additional payment of principal for McCreery Drain debt early payoff and interest for drain debt not included in adopted budget. Seconded by Commissioner Rogers. Carried unanimously.

Commissioner Mulder moved the approval of claims as audited by the Ways & Means Committee for \$8,728,992.17 and to accept the report of previously authorized payments. Seconded by Commissioner Mudry. Carried unanimously.

Public Comment: Mark Pellegrino spoke regarding his property in Sunfield Township which he stated has been condemned by the County.

Administrator's Report: Controller Sobie introduced the Controller's Office Executive Assistant Lori Kirchmeier. Ms. Sobie provided an update on the Communication's Director search and the budget.

Commissioner Comments: Chairman Mott stated the Olivet Fireman's Fest parade will be held on Saturday, July 22nd at 1:00 p.m. Commissioner Mulder stated the Grand Ledge Music in the Park festival will be held on July 20th. Commissioner Toomey stated the food and personal needs distribution day in Windsor Township is at First Presbyterian Church on July 28th. Commission Haskell thanked the Eaton County Dispatch and Emergency Services for their services at the Delta Township annual fireworks display.

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

Chairman Mott adjourned the meeting to Wednesday, August 16, 2023 at 7:00 p.m.

_____ Chairman of the Board of Commissioners	_____ Clerk of the Board of Commissioners
---	--



LIVINGSTON COUNTY BOARD OF COMMISSIONERS
MEMORANDUM



TO: MICHIGAN BOARDS OF COUNTY COMMISSIONERS

FROM: DAVID J. DOMAS - CHAIRMAN
LIVINGSTON COUNTY BOARD OF COMMISSIONERS

RE: DEI & CRT

DATE: AUGUST 10, 2023

Attached please find a letter the Livingston County Board of Commissioners recently sent to Area Agency on Aging 1-B (AAA) regarding our concerns with the discipline of DEI - Diversity, Equity and Inclusion.

DEI, as a branded term, yields a different meaning than one would expect from the common understanding of the individual words. The concept of value or merit is never addressed in DEI. Adding these things to DEI would be more acceptable because it would mean: "DIVERSITY that adds VALUE should be EQUITIBLY INCLUDED."

Please give our letter your due consideration and, if you have any questions or concerns, do not hesitate to contact my office.

Best regards,

DAVID J. DOMAS - Chairman
Livingston County Board of Commissioners



Livingston County, Michigan

Board of Commissioners

304 E. Grand River Avenue - Suite 201 - Howell MI 48843

David Domas, Chairman
Jay R. Drick, Vice-Chairman

Tel: (517) 546-3520
Fax: (517) 546-7266

July 28, 2023

Michael Karson, CEO & President
Area Agency on Aging 1-B
29100 Northwestern Hwy., Suite 400
Southfield, MI, 48034

Dear Mr. Karson:

We in Livingston County appreciate the many projects that you at AAA-1b organize and fund for the good of the total society. There is one item in your yearly plan that is and has been very troubling to those who serve on the Board of Commissioners for Livingston County. Your promotion of DEI is, we believe, very short-sighted. Though it may sound good, and is "required" by your funding sources, the real-life affects will be negative if followed as taught. Consider the following objections:

1. DEI is a new idea whose affects have not been time tested as the federal Civil Rights Act has been.
2. The teachings of DEI uses invented terms such as systemic racism, implicit bias, that come from critical race theory. Neither of these concepts are understood very well by the common person.
3. DEI as a branded term yields a different meaning than one would expect from the common understanding of the individual words DIVERSITY, EQUITY, AND INCLUSION. The concept of value or merit is never addressed in DEI. Adding the word "value" to DEI making it say "DVEI" would be more acceptable because it would mean: "DIVERSITY that adds VALUE should be EQUITIBLY INCLUDED." This small change would more accurately represent the naturally good meaning of these three lovely words.
4. DEI also comes up short when compared to the federal Civil Rights Act.
 - a. The Act says you CANNOT consider "X" (Race, National origin, Sex, etc.) in hiring or promotions. DEI say you MUST consider "X" (race, gender, disability, etc.) in hiring and promotion.
 - b. The Act treats people as individuals, while DEI divides people into groups (All whites have an implicit bias against all "people of color.")

- c. The Act demands EQUAL OPPORTUNITY, while DEI measures OUTCOMES that are to be EQUITABLE. In that no outcome can be guaranteed, the implied goals of DEI will never be met. Human nature ensures that there will always be an oppressed group that will “need” DEI attention. DEI, therefore, guarantees a perpetual problem.
- d. The Act expects that the person with the best qualifications will be chosen, while DEI falsely assumes that diversity by itself is an automatic value. (including a minority or one from a historically oppressed group is in and of itself an advantage) This over time is a disincentive to improvement.
- e. The Act by itself does not support “quotas”. DEI is not satisfied until a certain percentage OUTCOME (quota) is achieved. This matter of quotas has been rejected several times by rulings of the Supreme Court.
- f. The Act is much more in line with the almost universally accepted standard of justice referred to as the “Golden Rule.” This rule makes every individual responsible not only for themselves but for the well-being of every other person. The EQUITY of DEI is only in one direction. It holds that the white majority (oppressive) group is fully responsible for the condition of every disadvantaged (oppressed) group. It is only a one-way obligation. For example, only an oppressor can be “racist.” They ignore the traditional definition of racism meaning any decision based on one’s race is an act of racism (a two-way definition).

We ask that you not require nor fund training that, if followed, will put you and other companies in danger of violating the Federal Civil Rights Act’s requirement of equal opportunity.

Further, we are concerned that your implementation of DEI programs may run afoul of recently decided Supreme Court cases regarding affirmative action.^{a b}

Sincerely,



David J. Domas, Chairman
LIVINGSTON COUNTY BOARD OF COMMISSIONERS

^a Students for Fair Admissions, Inc.. v. University of North Carolina

^b <https://www.scotusblog.com/2023/06/supreme-court-strikes-down-affirmative-action-programs-in-college-admissions/>.

Scotusblog reported: By a vote of 6-3, the justices ruled that the admissions programs used by the University of North Carolina and Harvard College violate the Constitution’s equal protection clause, which bars racial discrimination by government entities.

EATON COUNTY BOARD OF COMMISSIONERS

**RESOLUTION OF APPRECIATION FOR
TAMMIE BRAND
SHERIFF'S OFFICE**

AUGUST 16, 2023

WHEREAS, Tammie Brand will be retiring from Eaton County on August 18, 2023; and

WHEREAS, Tammie worked in the Sheriff's Office from January 22, 2007 and is retiring with 16 years of service; and

WHEREAS, Tammie 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 Tammie's years of public service.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners expresses its sincere gratitude for the years of exceptional service Tammie provided to Eaton County; 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 16th day of the month of August in the year 2023.

Jim Mott
Chairman of the Board of Commissioners

Diana Bosworth
Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

**RESOLUTION OF APPRECIATION FOR
RHONDA BURL
PUBLIC DEFENDER'S OFFICE**

AUGUST 16, 2023

WHEREAS, Rhonda Burl will retire from Eaton County on August 21, 2023; and

WHEREAS, Rhonda worked in the Prosecuting Attorney's Economic Crimes Unit and subsequently the Public Defender's Office from October 18, 2010 and is retiring with 12 years of service; and

WHEREAS, Rhonda 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 Rhonda's years of public service.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners expresses its sincere gratitude for the years of exceptional service Rhonda provided to Eaton County; 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 16th day of the month of August in the year 2023.

Jim Mott
Chairman of the Board of Commissioners

Diana Bosworth
Clerk of the Board of Commissioners

August 16, 2023

PUBLIC SAFETY COMMITTEE APPOINTMENTS

Community Corrections Advisory Board

Calley Green – Workforce Investment Board Representative (Peckam, Inc.)

EATON COUNTY BOARD OF COMMISSIONERS

AUGUST 16, 2023

**RESOLUTION TO APPROVE APPLICATION FOR
EDWARD BYRNE MEMORIAL JUSTICE GRANT PROGRAM
FISCAL YEAR 2024 LOCAL FORMULA ALLOCATION**

Introduced by the Public Safety Committee

WHEREAS, the US Department of Justice has offered a federal grant to enforce state and local laws and/or to improve the function of the criminal justice system, and

WHEREAS, the grant would provide funding for overtime for enforcement and education, with no match by Eaton County.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the Controller's Office to submit a grant application in an amount not to exceed \$14,553, with no county match required; 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 Chairman of the Board of Commissioners be authorized to sign any necessary documents.

EATON COUNTY BOARD OF COMMISSIONERS

**RESOLUTION TO AUTHORIZE JAIL TELEPHONE SYSTEM SERVICE
AGREEMENT**

AUGUST 16, 2023

Introduced by the Public Safety Committee

WHEREAS, Eaton County previously entered into a contract for jail telephone services within the Eaton County Jail, which expires September 30, 2023; and

WHEREAS, the Sheriff Department has evaluated Smart Communications; and

WHEREAS, the Public Safety Committee reviewed and recommended the agreement with Smart Communications on August 3, 2023; and

WHEREAS, the Schedule of Services Agreement provides an annual Technology Grant in the amount of fifty thousand dollars (\$50,000) to be paid within (30) days of Provider's system going live and within (30) days of the system live anniversary date each year; and

WHEREAS, the grant allocation expenditure plans, as provided by the Sheriff, will be reviewed annually by the Board of Commissioners; and

NOW, THEREFORE, BE IT RESOLVED THAT, the Board of Commissioners approves a five (5) year contract extension for jail inmate telephone services at the Eaton County Jail with Smart Communications and authorizes the Chairperson of the Board of Commissioners to sign the Master Agreement and Schedule of Services Agreement.



Master Services Agreement

This Master Services Agreement (this “Agreement”) is by and between the Eaton County Sheriff’s Office, hereinafter referred to as “Customer,” and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as “Provider.”

This Agreement supersedes any and all other agreements made between the Parties, written, oral or otherwise.

Whereas, Customer desires that Provider install an inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement, and;

Whereas, Provider agrees to install the inmate communications system(s) and provide inmate communications and maintenance services according to the terms and conditions in this Agreement, and according to the Schedules, which are incorporated by reference into this Agreement.

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

1. **Systems.** This Agreement specifies the general terms and conditions under which Provider will perform certain inmate related services and systems (the “System(s)”) for the Customer. Additional terms and conditions with respect to the Systems will be specified in the Schedules entered into by the Parties and attached (the “Schedules”). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern.

2. **Use of Systems and Exclusivity.** In exchange for Provider installing, providing, and supporting its System and inmate communication services throughout Customer’s Facility at no cost to Customer, Customer acknowledges, agrees, and grants to Provider the exclusive right to provide such services in Customer’s Facility. Provider shall have the exclusive right to install, maintain, and derive revenue from and through Provider’s inmate communication services and Systems including, without limitation, the related hardware and software, located in the Customer Facility as identified on the Schedules. Customer agrees that it will not resell, grant, or provide access to Provider’s services or System, directly or indirectly, to any third party unless agreed to by Provider in a separate written agreement. During and subject to the terms and conditions of this Agreement, and upon the going live of each respective service, Provider shall be the sole and exclusive provider of inmate telephone services (ITS) and all inmate communication services available on or provided by a tablet or kiosk system as set forth in the accompanying Schedule(s), including but not limited to video and data services (e.g., electronic video visitation, electronic messaging and email, texting, photo delivery, and electronic entertainment) and inmate software applications (e.g., electronic delivery of routine postal mail, electronic medical or general requests, electronic grievances, electronic law library, and electronic education).

3. **Hardware and Software License.** For the term of this Agreement, Provider grants Customer a non-exclusive, non-transferable license to access and use certain proprietary computer software and hardware products and materials in connection with our inmate services and Systems. Provider will provide free of charge all Software upgrades, modifications, and updates. All hardware upgrades, modifications and updates will be done at Provider’s sole discretion.

Provider makes no representation or warranty as to the legality of monitoring or archiving such communications and activities.

4. **Ownership.** Smart Communications is and shall remain the owner of the equipment provided by Smart Communications whether or not physically attached to real estate.

5. **License Restrictions:** The Software is to be used solely in connection with Provider’s Services by Customer and inmates housed at Customer’s Facility in connection with Provider’s services and Systems. The Hardware is to be



used solely by inmates housed at Customer's Facility to access Provider's services and Systems. Unless and only to the extent that this Agreement expressly permits, Customer must not:

- i. permit any parent, subsidiary, affiliated entity or third party to use the Hardware or Software;
- ii. rent, lease, lend, assign, sublicense, encumber or otherwise transfer or attempt to transfer the Hardware or Software or any portion thereof;
- iii. alter, create derivatives of, or modify the Hardware or Software in any way, or allow a third party to do so;
- iv. connect the Software or Hardware to any third-party products or services that were not approved of in writing by Provider;
- v. distribute or otherwise make the Hardware or Software or any password, key, or other access code for the Software available to any third party;
- vi. reverse engineer, decompile, or disassemble the Hardware or Software, or allow a third party to do so;
- vii. defeat or work around any access restrictions or encryption in the Software, or allow a third party to do so;
- viii. remove, minimize, block, or modify any titles, logos, trademarks, copyright and patent notices, digital watermarks, disclaimers, or other legal notices that are included in the Software, whether or not they are Provider's or a third party's;

6. Title. Provider shall have and retain all rights, title, and interest in the products and services provided to Customer. The Hardware, Software, Systems, networking, and cabling, including all modifications and updates of Software, shall at all times remain the sole and exclusive property of the Provider. Any trade secrets, methodology and processes of our services and Systems constitute proprietary information of Provider, regardless of any part or portion thereof is the subject of a valid copyright or patent. During the term of this agreement and for the time period(s) as stated in the Schedule for Systems, we will provide you access to the records.

7. Term. This Agreement shall commence on the effective date and shall continue for a period of five (5) years from the date of system going live. After the original five (5) year term, this Agreement may be renewed for two (2) additional terms that are two (2) years in length each, upon written notice by Customer or as otherwise agreed by the Parties. The terms and conditions herein shall govern for so long as Provider continues to provide its system and services.

8. Limitation of Liability. To the maximum extent permitted by applicable law, Provider shall indemnify and hold harmless Customer, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from negligent acts or omissions of the Provider, its agents or sub-contractors. Each Party agrees that it shall be solely responsible for the negligent or wrongful acts of its own employees. However, nothing contained herein shall constitute a waiver by Customer of its sovereign immunity or other applicable State Statutes. Notwithstanding anything to the contrary in this Agreement or Schedules, in no event will Provider's liabilities under this agreement, whether under contract law, tort law, warranty, or otherwise, exceed the total amount of revenue received by Provider pursuant to this agreement, during the twelve (12) month period before the date the claim arose.

9. Confidential Information and Non-Disclosure. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the party's services and know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party (the "Disclosing Party"). As a condition to the receipt of the Confidential Information from the Disclosing Party, the receiving party (the "Receiving Party") shall, at all times during and after the term of this Agreement (i) not disclose in any manner, directly or indirectly, to any third party any portion of the Confidential Information; (ii) not use the Confidential Information in any fashion except to perform its duties hereunder or with the Disclosing Party's express prior written consent; (iii) disclose the Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the Receiving Party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary



precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The Receiving Party shall promptly notify the Disclosing Party of any unauthorized disclosure or use of the Confidential Information. The Receiving Party shall cooperate and assist the Disclosing Party in preventing or remedying any such unauthorized use or disclosure. The term “Confidential Information” does not include, and the obligations and undertakings set out in this section do not apply to: (a) Information which now is in the public domain or publicly known at the time of disclosure or hereafter comes into the public domain or generally known through no fault of the Receiving Party, otherwise than by reason of breach of this Agreement; (b) Information the disclosure of which is requested or required by law, regulation, court order or a regulatory agency, provided that, prompt notice of such requested disclosure shall be given to the Disclosing Party, if legally permitted, so that Disclosing Party may seek appropriate remedy to prevent such disclosure or waive compliance with the provisions of this Agreement and the Receiving Party, its directors, officers, employees, agents and advisers shall reasonably co-operate with the Disclosing Party, at the Disclosing Party’s sole cost and expense, if the Disclosing Party elects to challenge the validity of such requirement and/or take such steps as the Disclosing Party may reasonably require to avoid or limit such disclosure; (c) Information that was previously known to the Receiving Party free of any obligation of confidentiality; (d) Information that is independently developed by the Receiving Party without reference to or use of the Confidential Information; or (e) Information that is disclosed to the Receiving Party by a third party not under or in violation of, as the case may be, any confidentiality undertaking to the Disclosing Party. Subsections (a) through (e) of this paragraph notwithstanding, the parties agree that the technology behind the Providers Services and Systems is Confidential Information and is a trade secret of Provider.

10. Default and Termination. If either party defaults in the performance of any obligation under this agreement, then the non-defaulting Party must give written notice to the defaulting Party specifically describing the nature of default and clearly notifying the defaulting party that the written notice is being provided pursuant to this provision. The defaulting Party shall have thirty (30) days after receipt of notice of default to cure. If it is not reasonable to cure the default within 30 days, then the right to cure period shall be extended to a reasonable cure period as long as the defaulting Party has made good faith attempts to cure the default. Upon termination of this Agreement, Provider shall remove all hardware and software Systems except for the cabling and conduit which shall become the property of the Customer. Provider shall have the right to immediately terminate this Agreement if Customer breaches the Confidentiality or Non-Disclosure provisions of this Agreement.

11. Insurance. Provider shall maintain General Liability Insurance including but not limited to bodily injury, property damage and personal injury with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract. Provider shall maintain automobile insurance including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this contract. Provider shall provide Worker’s Compensation Insurance, on behalf of all employees who are to provide a service under this contract, as required by applicable law, and Employers Liability with limits of not less than \$100,000 per employee per accident. Customer agrees to furnish to Provider timely written notice of any claim, demand, or cause of action made or brought against Customer or where Provider is listed as a Co-Defendant arising out of or relating to the Systems and Services we provide to you.

12. Employees. Provider represents that it has, or will secure at its own expense, all personnel required in performing its obligations under this Agreement. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services. Provider and any subcontractors used in the performance of the responsibilities listed herein must maintain a drug-free workplace policy. Customer acknowledges that Provider is an independent contractor and nothing in this Agreement is intended nor shall be construed to create an agency relationship, and employer/employee relationship, a joint venture relationship or any other relationship allowing Customer to exercise control or discretion over the manner by which Provider performs hereunder. Provider expressly agrees that it shall be solely responsible for supervising its employees, that it shall comply with all rules, regulations, orders, standards and interpretations promulgated pursuant to the OSHA Act of 1970, including but not limited to training, recordkeeping, providing personal protective equipment, lock/tag out procedures, material safety data sheets and labeling. Provider certifies that neither it nor any subcontractors used to accomplish its obligations hereunder, shall employ unauthorized aliens. Provider certifies that



in accordance with the provisions of Title VII of the 1968 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 and Executive Order 11914, that neither it nor any subcontractors used to accomplish its obligations hereunder discriminate on the basis of race, color, sex, religion, age, national origin or disability in their employment practices.

Miscellaneous

13. Warranty Against Contingent Fees. Provider warrants that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Provider for the purpose of securing business.

14. Subcontracts. Provider shall be allowed to use subcontractors for the purpose of completing the provisions of this Agreement.

15. Provider Personnel. All Provider personnel being permitted to work in the Customer Jail Facility will be subject to a security/background check by the Office of the Sheriff.

16. Provider Cooperation. Provider shall, at all times observe and comply with all Federal, State, and local municipal laws, ordinances, rules and regulations in any way affecting the Agreement. The Provider shall maintain regular communications with Customer, or its designees, and shall actively cooperate in all matters pertaining to this Agreement.

17. Public Information. Neither the Provider nor the Customer shall publish any findings based on data obtained from the operation of this agreement without the prior consent of the other party, whose written consent shall not be unreasonably withheld.

18. Permits and Licenses. All permits and licenses required by Federal, State, local laws, rules, and regulations necessary for the implementation of the work undertaken by the Provider pursuant to the Agreement shall be served and paid for by the Provider. It is the responsibility of the Provider to have and maintain the appropriate certificate(s) valid for work to be performed and valid for the jurisdiction in which the work is to be performed for all persons working on the job for whom a certificate is required.

19. Third-party Rights. The rights, obligations and duties contained in this Agreement shall exist exclusively between the Parties. The Parties expressly agree and intend that they alone shall have the exclusive rights to seek legal or equitable enforcement, remedy, injunctive relief or to bring a breach of Agreement action. The Parties do not intend to create, nor shall this Agreement be construed to create in any other individual or entity the status of a third-party beneficiary.

20. Public Entity Crime. Provider confirms its understanding that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any state or of the United States and involving antitrust, fraud, bribery, collusion, racketeering, conspiracy, or material misrepresentation. Provider hereby certifies that neither its officers, directors, executives, partners, employees, members, nor agents who are active in the management of Contractor have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

21. Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

22. Compliance with Laws. Provider shall comply with all Federal, State and local laws, rules, and regulations applicable to the services or payments for services under this Agreement.



23. Governing Law. The parties mutually consent to the jurisdiction of and agree that any litigation arising hereunder shall be brought in Hillsborough County, Florida and governed by the laws of the state of Florida.

24. Attorney Fees. In the event of litigation concerning this Agreement, the Parties shall each be responsible for their own attorney's fees and costs.

25. Completeness of Agreement. This Agreement, together with any additional or supplementary Schedules or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the Parties hereto. This Agreement may be amended or revised only in writing and signed by all the parties.

26. Force Majeure. Provider will not be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitations, strikes, inmate disturbances, failure of Customer to provide proper security services, acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.

27. Assignment. Provider may assign this Agreement or any interest herein at any time to any parent, successor, or subsidiary with prior written notice to Customer.

28. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

29. Matters to be Disregarded. The titles of the several sections, subsections and paragraphs set for in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

30. Interpretation. The language in this Agreement is to be construed according to its plain meaning and not strictly for or against either party. The parties have reviewed this Agreement and no ambiguities are known to exist; however, to the extent any ambiguity is later discovered, any rule that such ambiguity is to be resolved for or against either party does not apply.

31. Notices. Any notices, demands, payments or reports required by this Agreement shall be in writing and sufficient if sent by the parties hereto via registered or certified United States mail, postage prepaid, to the notice addresses noted below the Parties signatures on the signature page.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any telecopy or other electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other electronic transmission of a signature shall be deemed an original and shall bind the party who made such signature.

33. Authority. Each Party represents and warrants that it has the authority to enter into this Agreement, and that the individual signing on its behalf likewise has authority to do so.

THIS PORTION INTENTIONALLY LEFT BLANK



CORRECTIONS SIMPLIFIED.



www.smartcommunications.us



888-253-5178



10491 72nd St. | Seminole, FL 33777

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Eaton County Board Chair

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Provider: Smart Communications Holding, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Email: _____

Notice Address:

1025 Independence Blvd.
Charlotte, MI 48813

Notice Address:

10491 72nd St.
Seminole, FL 33777



Schedule of Services Agreement

This Schedule is between the Eaton County Sheriff's Office, hereinafter referred to as "Customer," and Smart Communications Holding, Inc. and/or its designated subsidiary or assignee, with principal offices located at 10491 72nd Street, Seminole, FL 33777, hereinafter referred to as "Provider." This Schedule is part of and governed by the Master Service Agreement, the "Agreement", executed by the Parties. The terms and conditions of the Agreement are incorporated herein by reference.

The Customer's Facility Name and address is: Eaton County Jail, 1025 Independence Boulevard, Charlotte, MI, 48813.

Provider and Customer agree to the following terms and conditions in connection with Provider's installation and provision of inmate communication services to Customer's Facility:

Technology Grant & Commission Payments

1. Provider shall pay Customer an annual Technology Grant in the amount of fifty thousand dollars (\$50,000). The first Technology Grant shall be paid within thirty (30) days of Provider's system going live. Thereafter, Technology Grants shall be paid within thirty (30) days of the system going live anniversary date, so long as there is at least one year remaining in the Term.

2. Technology Grant and Commission payments described herein shall be remitted as follows:

Payee: Eaton County Sheriff's Office

Address: 1025 Independence Blvd., Charlotte, MI 48813

Inmate Telephone System

3. Customer grants to Provider the exclusive right to install and maintain Inmate Telephone Services within and throughout Facility, including for any future expansion of telephone service to buildings or locations under control of Facility, during the term of this Agreement.

4. Provider shall establish rates for telephone services as set forth below.

INMATE TELEPHONE SYSTEM PER MINUTE CALL RATES			
Call Type	Collect	PrePaid Collect	PrePaid Debit
Local	\$0.19	\$0.19	\$0.19
IntraState	\$0.19	\$0.19	\$0.19
IntraLATA	\$0.19	\$0.19	\$0.19
InterState	\$0.19	\$0.19	\$0.19
InterLATA	\$0.19	\$0.19	\$0.19
International	\$0.19	\$0.19	\$0.19

5. This Agreement includes all other premises, whether now existing (e.g., if a different vendor has a contract and equipment at such premises, this clause applies at the earliest termination opportunity) or subsequently acquired,



under the control of Customer within Provider's service areas. Customer will advise Provider in writing, of newly opened, acquired, or available premises, promptly, and Provider can evaluate installation of its telephone services at these premises.

6. In consideration of the compensation paid to Customer under this Agreement, Customer expressly waives carrier selection rights, where applicable, and Provider expressly reserves the right to select and/or contract for the local, intraLATA and interLATA carrier selections for the telephones subject to this Agreement and intended for placement at Customer locations.

Smart Communications' Responsibilities (Inmate Telephone System)

7. Provider's telephone services and system are provided by way of Provider's Smart-EVO™ ITS terminals, which will be installed in quantities and at locations that are mutually agreed upon by both parties.

8. Provider shall service and maintain its telephone system and Smart-EVO™ ITS terminals at Provider's expense, except as otherwise agreed upon herein.

9. Provider shall comply with the Americans with Disabilities Act (ADA) for all equipment it provides.

Commissions and Payments

10. Provider shall make monthly commission payments to Customer in the amount of fifty-five percent (55%) of revenues generated from all phone calls made on its Inmate Telephone System, regardless of call type or call rate. Provider shall additionally pay Customer one hundred percent (100%) of revenue generated from inbound voicemail messages, which are provided at a fixed rate of \$1.00 per voicemail.

11. Starting the first month after Provider's system and services are installed and live, Provider will pay Customer said commission payments on or before the 30th day of the month.

12. Commission schedule is based on rate caps as of the time Provider's proposal was made. To the extent the Federal Communications Commission (FCC) or other governing body changes allowable rates, Provider shall have the right to renegotiate commissions, which the parties agree to do in good faith.

Customer's Responsibilities (Inmate Phone System)

13. Customer agrees to provide adequate space for installation of Provider's Smart-EVO™ ITS terminals, and easy accessibility for inmate use during the normal operating hours. In the event Customer is not the owner of the premises, Customer shall, where necessary, obtain permission from the building owner or owner's agent for the placement of the ITS terminals, and shall be responsible for any fees for use of required riser cable and electric power.

14. Customer agrees to maintain the area around the ITS terminals and ensure safe and ready access by inmates.

15. Customer agrees to allow Provider access to perform maintenance during the established hours of accessibility as jointly agreed by the parties, except when access must be denied to ensure the safety of Provider service personnel and/or to maintain institutional control.

16. Customer agrees to allow Provider, with prior written approval of Customer, access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Any new house cable or inside wire required during the contract term will be at the sole expense of the Provider, unless otherwise negotiated with Customer.



17. Customer agrees that any relocation, expansion, addition, or removal of ITS hardware, equipment, or terminals, which would result in extraordinary expenses must be agreed to by Provider in advance of the cost being incurred or alternately, the cost be paid by Customer.

18. Customer agrees to exercise reasonable and ordinary care to prevent the loss through theft or damage to the ITS terminals and equipment from any source.

19. Customer agrees to, at its option, purchase and provide enclosures at its own expense for Telephones. In the event Customer elects to provide its own enclosures, Customer shall be responsible for installation and maintenance of said enclosures.

20. Customer represents and warrants that Provider's ITS system will be installed on property owned by the Customer, or if Customer is not the owner of the premises, Customer has obtained permission from the Facility's owner or owner's agent.

SmartTablets™ and Secure Network

21. The SmartTablet™ system and its entire supporting infrastructure are provided at no cost to Customer or inmates.

22. Provider will furnish the proprietary SmartTablet™ on a 1:2 inmate to tablet ratio based on the Average Daily Population ("ADP"). Sufficient reserve tablets shall also be provided. Customer shall determine which inmates have access to the SmartTablets™.

23. The SmartTablet™ is a custom, wireless, ruggedized and correctional grade tablet of our custom specifications that will connect to our secure network.

24. The SmartTablet™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to our own secure wireless network within the facility.

25. The network itself is designed to facilitate applications within a corrections environment. We utilize a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. We utilize a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

Distribution and Refurbishment Plan (SmartTablets™)

26. We will provide a tablet charging station and "home base" within each housing unit within the facility. These home bases will be permanently installed into a housing area (e.g. wall mounted). Each home base provides the necessary connections for charging the tablets, as well as a convenient storage location to ensure all tablets are accounted for during non-usage times.

27. Each tablet is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use a tablet. Individual tablets are not assigned to specific inmates. Any inmate in a given housing unit may use any tablet that is assigned to that housing unit. If a tablet that an inmate is using stops working, they can return it to a deputy for maintenance, and then take a different tablet and sign on and gain full access to their account and content. Provider will provide to the Customer a sufficient number of extra SmartTablets™ so that the available number of SmartTablets™ will always meet the approved ratio. In the event a tablet stops working, no longer holds a charge, is damaged, or is otherwise in need of service, facility staff can replace the malfunctioning tablet with a new working SmartTablet™. We will provide pickup and delivery of malfunctioning and replacement SmartTablets™ at no charge to the Sheriff's Office.

Damage (SmartTablets™)

28. The tablets provided are ruggedized for use in a correctional setting. They have been drop tested from two stories high to a concrete floor without damage; however, if an inmate is determined, they can be damaged enough to require repair. Should this occur, the facility will be required to fill out a damage report form. We will seek restitution from the inmate with the assistance of your agency. During the term of the contract, should the number of **intentionally** damaged tablets exceed 10% of the original provided tablet inventory for a given twelve (12) month period, Provider reserves the right to seek reimbursement from Customer for the cost of the new replacement tablets, less any amounts received from restitution.

SmartKiosks™ and Secure Network

29. Depending on Customer's needs, facility layout, and other considerations, Provider may additionally deploy a limited number of its SmartKiosk™ devices as a complement to Provider's SmartTablets™ in quantities and at the locations as agreed by the Parties following Provider's technical review and walkthrough.

30. To the extent deployed, the SmartKiosk™ system and its supporting infrastructure will be provided at no cost to Customer or inmates.

31. The SmartKiosk™ is a custom, ruggedized and correctional grade kiosk of Provider's custom specifications that will connect to its secure network.

32. The SmartKiosk™ software operating system and applications are all custom-compiled for a corrections environment to ensure that only the minimum operating system components and applications are present. The inmate only has access to applications that are approved for their use, and the operating system is only allowed to connect to Provider's dedicated secure wireless network within the facility.

33. The network itself is designed to facilitate applications within a corrections environment. Provider utilizes a deny-by-default policy on all traffic, so nothing may traverse the network unless specifically allowed and enabled. Provider utilizes a defense-in-depth strategy which employs many layers of security. If any one layer of security is breached, there are many others to provide continuing protection.

34. Each SmartKiosk™ is assigned to a specific housing area and will only allow inmates within that housing area to sign in and use the Kiosk. Customer shall determine which inmates have access to the SmartKiosks™.

SmartInmate™ Electronic Messaging

35. Provider will provide a fully functional electronic messaging system for the inmates of the Customer's Facility (SmartInmate™), accessible via Provider's SmartTablet™ and SmartKiosk™ devices. Provider is responsible for providing and installing all of the hardware, the software to include the operating systems and application software, and all networking requirements needed for operation of the system. Provider shall be exclusively entitled to all revenue derived from electronic messaging and photo delivery.

36. Provider will provide at no cost to Customer the labor for the installation of the SmartInmate™ electronic messaging system.

37. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the electronic messaging system.

38. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the electronic messaging system at the Customer's Facility. These costs do not include the costs of the actual electrical power.



39. Provider will provide each inmate at Customer's Facility with credits for two (2) messages per week at no charge, to satisfy the needs of indigent inmates.
40. Customer shall have the capability of monitoring and reviewing all electronic messages and attachments sent through the electronic messaging system, except those messages deemed to be privileged under law between attorney and client. Further, Provider will maintain a record of all electronic messages sent through the electronic messaging system for a period of seven (7) years from the time the message is sent.
41. Friends and Family can access the electronic messaging and photo delivery system via the SmartInmate.com website.
42. Electronic Messaging. Each "email" message (up to 30,000 characters in length) is billed at fifty cents (\$0.50), which corresponds to 50 credits.
43. Photo Delivery Service. Each approved photo is billed at one dollar (\$1.00), which corresponds to 100 credits.

Customer's Responsibilities (SmartInmate™ Electronic Messaging)

44. Customer will provide access to the Customer Jail Facilities and space within the Facilities, subject to operational security requirements, for Provider to install, network, and maintain the electronic messaging system. Emergency access to the system will be granted as needed Monday through Friday 8:00 am to 4:00 pm. Non-emergency access will be granted within twenty-four (24) hour notice by Provider.
45. Customer will include information regarding the SmartInmate™ messaging system in Facility's Inmate Handbook and in all other areas where information on the Inmate Telephone System is located.
46. Customer will provide information regarding the SmartInmate™ messaging system in at least one location next to the inmate mailing address on Customer's website, with a link to the SmartInmate.com website.
47. Upon completion of installation and appropriate system testing, Customer will allow the electronic messaging to go live within forty-eight (48) hours' notice of system availability.
48. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments. Provider will use this listing to ensure that each inmate is authorized to use only those kiosks and tablets appropriate to their housing assignment.
49. Customer will give prompt notice, in writing, to Provider of any trouble or irregularity in the functioning of the electronic messaging system, as a whole.

Patented MailGuard Postal Mail Elimination® System

50. Provider is the exclusive licensee of MailGuard®, the patented postal mail elimination system covered by U.S. Patent Nos. 10,0291,617, 11,457,013, and multiple pending patent applications.
51. Provider shall provide its patented MailGuard Postal Mail Elimination® system at no cost to Customer. Provider's MailGuard® service converts regular incoming postal mail into an electronic document that is delivered to the inmate recipient via the SmartTablets™ or SmartKiosk™ within the Customer's Facility.
52. Provider shall provide all the equipment and support services to operate the MailGuard® system and transmit incoming routine postal mail into an electronic document to be delivered to the inmate on the SmartTablets™ or SmartKiosk™ at no cost to Customer.



53. For purposes of this agreement, “routine mail” means all regular incoming correspondence between inmates, family and friends and excludes all legal mail, packages, books, magazines, periodicals and religious mail. All legal mail, packages, books, magazines, or other non-routine inmate mail will still be sent to Customer’s Facility for delivery.

54. MailGuard® will only integrate with and transmit incoming routine mail to the SmartTablets™ or SmartKiosk™.

55. Provider is responsible for all the future costs associated with any modification, reconfiguration, or upgrade of the MailGuard® system at the Customer Jail Facilities. These costs do not include the costs of the actual electrical power.

56. MailGuard® shall become the Inmates’ designated Agent to process and electronically deliver incoming routine inmate mail pursuant to Customer’s mail policy which shall promote the intent of this Agreement.

57. Customer will instruct and publish on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system.

58. Provider shall be solely responsible for the cost of maintaining the Post Office Box designated by the Customer for incoming routine mail to be sent.

59. Provider will retrieve incoming routine mail from the designated Post Office Box and process and transmit that mail in an expeditious manner.

60. The MailGuard® public website will allow inmates to log into their account and retrieve electronic copies of their processed incoming routine mail for thirty (30) days from the date of their release from the Customer’s Facility.

61. Provider will maintain electronic records for a period of seven (7) years from the date of the inmate’s release from the Customer’s Facility. During the term of this Agreement and upon request, we will provide Customer with electronic copies of the requested record for the purpose of inspecting, examining, and auditing the Provider’s records directly relevant to Customer’s Facility.

62. MailGuard® will provide Customer with the capability of monitoring and reviewing all electronic mail sent through the MailGuard® system, except those messages deemed to be privileged under law between attorney and client.

Customer’s Responsibilities (MailGuard®)

63. Customer shall be responsible for informing inmates and inmates’ friends and family that all routine correspondence must be sent to the designated MailGuard® Post Office Box. Customer will include information regarding the MailGuard® system in the Inmate Handbook and in all other areas where information regarding the Inmate Mail Policy and Procedures are located.

64. Customer will provide information regarding Customer’s incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures in at least one location next to the inmate mailing address on the Customer’s website and very clearly state that all incoming routine mail MUST be mailed to the MailGuard® designated Post Office Box.

65. Customer will instruct on its website that all incoming routine mail must be sent to the designated Post Office Box for electronic delivery via the MailGuard® system and display information regarding the Customer’s incoming postal mail policy, the MailGuard® system and the MailGuard® procedure for processing and/or disposing of all incoming mail and pictures.



66. Should the Customer receive incoming routine mail instead of the designated Post Office Box, the Customer will return the mail to the sender.
67. Upon completion of installation and appropriate system testing, Customer will allow the MailGuard® system to go live within forty-eight (48) hours' notice of system availability.
68. Customer will provide a list electronically twice each day of all inmates residing in the Customer Jail Facilities and their current housing assignments.
69. Customer will give prompt notice in writing to Provider of any trouble or irregularity in the functioning of the MailGuard® system.

Patented MailGuard Legal™ System

70. Provider is the exclusive licensee of MailGuard Legal™, the patented postal mail elimination system for legal mail covered by U.S. Patent No. 10,659,630 and other pending patent applications.
71. Provider will provide, install, and maintain its patented MailGuard Legal™ Mail system, which will include a sufficient number of MailGuard Legal™ Mail Scanning Carts to handle the volume of legally privileged mail or other mail deemed to be legal mail (the "Legal Mail") to be processed by the Facility.
72. Customer acknowledges and agrees that Legal Mail must be opened in the presence of the inmate.
73. Provider will install and maintain its proprietary software and the additional infrastructure necessary to operate its patented MailGuard Legal™ system, at no cost to Customer.
74. The Legal Mail may be scanned in the presence of the inmate for electronic delivery to the inmate or printed to hard copy for physical delivery to the inmate, in accordance with Provider's patented MailGuard Legal™ system.
75. Customer understands and agrees that the MailGuard Legal™ system does not allow for any electronic copies of Legal Mail to be monitored, reviewed, or investigated.
76. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged communications while using or supervising the inmates' use of Provider's patented MailGuard Legal™ Mail system.

Digital MailGuard Legal™

77. Provider will provide at no cost to Customer its Digital MailGuard Legal™ system for use by the inmates of the Customer's jail facility and their attorneys. Provider is exclusively responsible for providing all hardware, software, and all networking requirements needed for operation of the system.
78. Provider shall facilitate the electronic delivery of digital copies of legal mail sent from attorneys who have been pre-approved by Customer directly to inmates through Provider's proprietary digitally encrypted process.
79. The encrypted digital files can only be opened by inmates using Provider's system with Provider's proprietary authentication protocols. Once authenticated, inmates can view digitally transmitted legal mail and legal documents via Provider's SmartTablet™ or SmartKiosk™ devices using a separate login process.
80. Customer acknowledges and understands that Provider's MailGuard Legal™ system does not allow for any digital copies of legal mail to be monitored, reviewed, accessed, or investigated.
81. Customer agrees to adhere to all applicable laws in order to maintain the privileged nature of privileged



communications while supervising the inmates' use of Provider's Digital MailGuard Legal™ system.

Video Visitation

82. Provider will provide at no cost to Customer a video visitation system for the inmates of Customer's Facility. Provider is responsible for providing all hardware (i.e. tablets and kiosks), the software (including the operating systems and application software), and all networking requirements needed for operation of the system. Provider shall have the exclusive right over any other vendor to provide the services of and to derive revenue from remote video visitation.

83. Provider's video visitation system will be accessible to inmates via Provider's SmartTablets™ and SmartKiosks™.

84. Provider will provide at no cost to Customer onsite video visitation (public) kiosks and/or lobby kiosks in the quantity and at the locations as agreed by the Parties.

85. Provider will provide at no cost to Customer the labor, hardware, and software needed for the continued operating, maintaining, and networking of the video visitation system, including any public or lobby kiosks.

86. Provider is responsible for all the costs and future costs associated with any modification, reconfiguration, or upgrade of the video visitation system at Customer's Facility. These costs do not include the costs of the actual electrical power.

87. Provider will provide Customer with the capability of monitoring the video visitations, except those visitations deemed to be privileged under law between attorney and client. Provider will maintain a record of all parties of the video visitation system for a period of seven (7) years from the time of the visitation.

88. Friends and Family can access and purchase and schedule the video visitation sessions via the Smartjailmail.com website.

89. Remote video visitation will be made available to inmates 7 days a week, in keeping with the same hours and time availability of the inmate phone system.

90. Remote video visitation will be billed at \$0.25 per minute, subject to change by mutual agreement of the parties. Onsite video visitation shall be provided at no charge.

91. Provider shall pay Customer a commission in the amount of fifty percent (50%) of the revenue collected from use of its remote video visitation system.

92. Provider shall pay commissions to Customer on a monthly basis, no later than thirty (30) calendar days from the end of each calendar month for which the remote video visitation services are provided.

Grievances, General and Medical Requests

93. Provider will additionally deploy applications for Inmate electronic general and medical requests as well as well as electronic grievance forms, available via SmartTablet™ or SmartKiosk™ devices.

94. Provider's system presents Inmates with a list of available forms, and once a form has been selected and submitted, it is automatically routed to the appropriate person or department for processing.



Law Library

95. Provider shall provide Inmates with access to a law library at no cost, via the SmartTablet™ and SmartKiosk™ devices. The law library provides access to Federal and State statutes and case law, as well as a legal dictionary, practice manual, and other legal aides to assist inmates with researching material appropriate for their case.

Electronic Entertainment & Education

96. Provider shall provide access to its SmartEntertainment™ platform via the SmartTablet™ for streaming free content, standard content (at a rate of one credit / one cent (\$0.01) per minute), and premium content (at a rate of three credits / three cents (\$0.03) per minute).

97. Provider will provide access to its extensive SmartEd™ educational platform via SmartTablet™ devices, where a full suite of Educational Programs can be made available.

98. Provider shall pay Customer a commission in the amount of fifty percent (50%) of revenue collected from streaming of entertainment content.

99. Provider shall pay commissions to Customer on a monthly basis, no later than thirty (30) calendar days from the end of each calendar month for which the entertainment services are provided.

Commissary Hosting and Integration

100. At Customer's request, Provider will host Customer's commissary vendor's menu on Provider's system, at no cost to Customer.

101. At Customer's request, Provider will integrate with Customer's jail management system (JMS) at no cost to Customer.

Customer Training

102. Upon the installation of Provider's system, Provider shall provide Customer staff with extensive training for all services and features available to Customer pursuant to this Agreement. In addition, Provider will provide refresher or new training sessions to Customer staff as necessary, including as new staff is hired by Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized Officers and Agents and have set their hands and seals hereto as of the day and year written below.

Customer: Eaton County Board Chair

Provider: Smart Communications Holding, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EATON COUNTY BOARD OF COMMISSIONERS
RESOLUTION TO ADOPT THE EATON COUNTY EMERGENCY OPERATIONS PLAN
(EOP)

AUGUST 16, 2023

Introduced by the Public Safety Committee

WHEREAS, the safety and well-being of the residents and visitors of Eaton County are paramount importance to county government;

WHEREAS, Eaton County recognizes the need for a comprehensive and effective Emergency Operations Plan (EOP) to ensure a coordinated and efficient response to emergencies and disasters that may impact the county;

WHEREAS, Eaton County has developed and drafted an updated EOP in consultation with relevant departments, agencies, and stakeholders, which outlines the strategies, responsibilities, and guidelines for responding to various types of emergencies and disasters;

WHEREAS, Eaton County has conducted thorough reviews, assessments, and revisions to ensure the EOP aligns with current best practices, federal and state guidelines, and lessons learned from past incidents;

WHEREAS, Eaton County has coordinated and collaborated with neighboring jurisdictions, state agencies, non-governmental organizations, and other partners to foster a unified and integrated approach to emergency preparedness and response;

NOW, THEREFORE BE IT RESOLVED; that Eaton County hereby approves and adopts the Eaton County Emergency Operations Plan as an official plan; and

FURTHER RESOLVED that Eaton County expresses its gratitude to all individuals, departments, agencies, organizations, and partners involved in the development, review, and improvement of the EOP.

BE IT FURTHER RESOLVED that Eaton County encourages all individuals, businesses, and community organizations to familiarize themselves with the EOP and to actively participate in preparedness efforts, training activities, and public education initiatives to enhance community readiness and resilience.



Emergency Operations Plan (EOP) Renewal Overview (1-pager)

Contains three (3) sections:

1. Base Plan
2. Functional Annexes
3. Hazard Specific Annexes

The Base Plan:

1. Provides an overview of the jurisdiction's emergency management/response program and its ability to prepare for, respond to and recover from disasters or emergencies;
2. Identifies emergency response policies;
3. Describes the response organization; and
4. Assigns tasks.

The Functional Annexes:

1. Provide a level of detail beyond the base plan;
2. Deal with specific response functions, roles, and responsibilities.

The Hazard Specific Annexes:

1. Contain unique response details that apply to a specific threat or hazard;
2. Highlight risk;
3. May contain additional details such as
 - a. Assessment and control of the hazard;
 - b. Prevention and infrastructure protection activities;
 - c. Public alerts, warnings, and notifications;
 - d. Selection and implementation of protective actions;
 - e. Short-term stabilization actions; and
 - f. Recovery actions.

New for this plan renewal:

1. We now have Functional Annexes for all fifteen (15) recognized Emergency Support Functions (ESFs). ESFs added included Search and Rescue, Oil and Hazardous Materials, Agriculture and Natural Resources, Energy, Cross Sector Business and Infrastructure.
2. This plan adopts the Community Lifelines concept.
 - a. Community Lifelines enable the continuous operation of critical government and business functions and is essential to human health and safety or economic security.
 - b. Lifelines are the most fundamental services in the community that, when stabilized, enable all other aspects of society to function.



Promulgation Statement

EATON COUNTY EMERGENCY OPERATIONS PLAN

Section 10 of the Emergency Management Act (PA 390 of 1976) in Michigan gives powers to the county to direct and coordinate the development of emergency operations plans and programs in accordance with the policies and plans established by the appropriate federal and state agencies. The Eaton County Emergency Operations Plan is an all-hazards plan that encourages a cooperative, seamless relationship between all local, county, regional, state and federal agencies, and other organizations that have an emergency management function.

The Eaton County Emergency Operations Plan has been developed to establish the policies and guidance that will provide elected and appointed officials, administrative personnel, various government departments, the private sector, and non-governmental organizations with the information required to function in a coordinated and integrated fashion and to ensure a timely and organized management of the consequences arising from disasters.

This plan is a statement of policy regarding emergency management. It assigns tasks and responsibilities to participating organizations specifying their roles before, during, and after an emergency or disaster. This plan conforms to CPG 101, Developing and Maintaining Emergency Operations Plans. The plan is also consistent with the National Incident Management System and all applicable Homeland Security and Presidential Policy Directives.

To execute this plan effectively and mobilize available resources, all implementing personnel must have knowledge of the guidance set forth in this plan and be trained in its use. Specific standard operating procedures and protocols that complement this plan are addressed in documents maintained by the participating organizations. In addition, these participating organizations should participate in training, exercises, and plan maintenance needed to support the plan.

This plan is endorsed and adopted by a Resolution of the Eaton County Board of Commissioners. We direct all personnel involved to assume the roles and responsibilities and take appropriate actions as outlined herein.

SIGNATURE OF THE EATON COUNTY BOARD OF COMMISSIONERS BOARD CHAIR	DATE



Approval and Implementation

EATON COUNTY EMERGENCY OPERATIONS PLAN

This Emergency Operations Plan addresses Eaton County's planned response to extraordinary disaster situations associated with natural, technological, and human-caused hazards. It is the principal guide for ensuring the protection of health, safety, and property of the public and aiding in short-term recovery operations for the jurisdictions and participating agencies that lie within. It is intended to facilitate multi-agency and multi-jurisdictional coordination, particularly among local, state, and federal agencies in emergency management, and establish a framework for an effective system of comprehensive emergency management.

The Base Plan, Functional Annexes, and Hazard Specific Annexes have been developed using accepted emergency management principles and practices. Incorporated planning elements are derived from Federal Emergency Management Agency (FEMA) and Michigan State Police Emergency Management and Homeland Security Division (MSP/EMHSD) planning documents. Modifications to this plan may be made under the direction of the Emergency Manager of Eaton County. Adoption will occur following the established maintenance schedule; however, the plan may be modified in the interim without prior approval and formal adoption.

This plan is approved and endorsed by Eaton County Emergency Management and the Eaton County Emergency Manager. Resolution #02-09-99 defines the duties and responsibilities of the Emergency Manager which includes the formulation of the Emergency Operations Plan in cooperation with other emergency management stakeholders.

This plan supersedes any previous versions.

SIGNATURE OF THE EATON COUNTY BOARD OF COMMISSIONERS BOARD CHAIR	DATE

SIGNATURE OF THE EATON COUNTY EMERGENCY MANAGER	DATE

EATON COUNTY BOARD OF COMMISSIONERS

AUGUST 16, 2023

**RESOLUTION TO APPROVE 2023-2024 SOLID WASTE ALTERNATIVES
GRANT (SWAG) PROGRAM RECOMMENDATIONS**

Introduced by the Public Works & Planning Committee

WHEREAS, the Eaton County Department of Resource Recovery has implemented a Solid Waste Alternatives Grant Program for the municipal and non-profit recycling programs throughout Eaton County; and

WHEREAS, a number of grant applications were submitted to Eaton County Department of Resource Recovery for review and recommendation; and

WHEREAS, Eaton County Department of Resource Recovery prepared recommendations for the allocation of available grant funds; and

WHEREAS, the Public Works and Planning Committee reviewed the recommended grant funds, at its regular meeting held on August 9, 2023; and

NOW, THEREFORE BE IT RESOLVED, that the Public Works and Planning Committee is recommending that the following grant funds be approved for the period of October 1, 2023 through September 30, 2024; and

Grant Applicant	2022-2023 Grant Allocation	2023-2024 Grant Request	Recommended Grant Funds
<i>Village of Bellevue, Bellevue Township, & the City of Olivet</i>	\$17,500.45	\$27,634.76	\$17,500.00
<i>Charlotte Area Recycling Authority</i>	\$28,500.00	\$45,000.00	\$28,500.00
<i>Delta Township Recycling Center</i>	\$27,600.00	\$33,839.00	\$27,500.00
<i>City of Grand Ledge Recycling</i>	\$21,500.00	\$45,000.00	\$21,500.00
<i>Sunfield Recycling Center</i> <i>*County Operation</i>	\$22,000.00	0.00	\$22,000.00
TOTAL	\$117,100.45	\$151,473.76	\$117,000.00

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners be authorized to sign the necessary grant agreements; and

BE IT FURTHER RESOLVED, that the Controller's Office is authorized to reimburse the grantees based upon submission of documented expenses that are consistent with the approved grant budget; and

BE IT FURTHER RESOLVED, that the Controller be authorized to approve any line item transfer within a grant program budget and also be authorized to transfer funds between grants received by a single grant applicant up to a maximum amount of \$2,500.00. All other budget amendments must be approved by the Public Works and Planning Committee for final approval.

EATON COUNTY BOARD OF COMMISSIONERS

August 16, 2023

RESOLUTION TO APPROVE DCA-8-23-2

Introduced by the Public Works and Planning Committee

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

WHEREAS, Eaton County Planning Commission initiated a petition for a Comprehensive Amendment to the Eaton County Land Development Code (zoning ordinance) to include regulations and conditions for Wind Energy Systems. Changes are proposed to the following: Article 7 Land Development Districts, add Wind Energy Systems as a use in Sections 7.3.3 & 7.3.4 (Limited Agricultural) and Section 7.6.4 (Industrial); Article 14 Specific Provisions and Requirements, amend Section 14.5 Community Service Facility and add Section 14.41 Wind Energy System (WES).; and

WHEREAS, the Eaton County Planning Commission held a duly advertised and noticed public hearing on **August 1, 2023**; and

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

WHEREAS, the Eaton County Planning Commission has taken action on **August 1, 2023** to recommend the adoption of the ordinance amendments for reasons stated at the meeting.

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

APPROVES the request by Eaton County Planning Commission for a Comprehensive Amendment to the Eaton County Land Development Code (zoning ordinance) to include regulations and conditions for Wind Energy Systems. Changes are proposed to the following: Article 7 Land Development Districts, add Wind Energy Systems as a use in Sections 7.3.3 & 7.3.4 (Limited Agricultural) and Section 7.6.4 (Industrial); Article 14 Specific Provisions and Requirements, amend Section 14.5 Community Service Facility and add Section 14.41 Wind Energy System (WES).

At the regular meeting of the Eaton County Board of Commissioners on August 16, 2023 the Resolution regarding the approval of said request was adopted.

Those voting Aye: _____

Those voting Nay: _____

Abstention: _____

Absent: _____

Motion carried.

Jim Mott, Chairman
Eaton County Board of Commissioners

I hereby certify that the above Ordinance amending the Eaton County Land Development Code, which was approved, is a true and correct copy of that recorded in the official minutes of August 16, 2023 of the Eaton County Board of Commissioners.

Diana Bosworth, Clerk
Eaton County Board of Commissioners

EATON COUNTY LAND DEVELOPMENT CODE

ZONING ORDINANCE AMENDMENT DCA-8-23-2

District Change Amendment DCA-8-23-2 to amend the Land Development Code (Zoning Ordinance) of Eaton County, as enacted in 1981 pursuant to the provisions of Public Act 110 of 2006, as amended.

An application for a District Change Amendment for a Comprehensive Amendment to the Eaton County Land Development Code (zoning ordinance) to include regulations and conditions for Wind Energy Systems. Changes are proposed to the following: Article 7 Land Development Districts, add Wind Energy Systems as a use in Sections 7.3.3 & 7.3.4 (Limited Agricultural) and Section 7.6.4 (Industrial); Article 14 Specific Provisions and Requirements, amend Section 14.5 Community Service Facility and add Section 14.41 Wind Energy System (WES).

WHEREAS, the Eaton County Planning Commission held a duly advertised and noticed public hearing on **August 1, 2023**; and

WHEREAS, the Eaton County Planning Commission has taken action on **August 1, 2023** to recommend approval of the text amendment:

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

Yeas _____
Nays _____
Abstaining _____
Absent _____

I, Diana Bosworth, Clerk for the County of Eaton, do hereby certify that the above and foregoing is a true copy of the amendment to the Eaton County Land Development Code (Zoning Ordinance), as amended and passed by the Eaton County Board of Commissioners on **August 16, 2023** and now on record in the office of the Clerk of said County.

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

_____ day of _____, 2023

Jim Mott, Chairman
Eaton County Board of Commissioners

Diana Bosworth, Clerk
Eaton County Board of Commissioners

**PROPOSED TEXT AMENDMENT
TO THE EATON COUNTY LAND DEVELOPMENT CODE**

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

All suggested changes are highlighted.

ARTICLE 7 LAND DEVELOPMENT DISTRICTS:

Changes are proposed Article 7 Section 7.3 and Section 7.6 to add Wind Energy Systems to Land Development Districts as a use.

SECTION 7.3 LIMITED AGRICULTURAL DISTRICT (LA)

7.3.1 Intent and Purpose: This district is primarily intended for agricultural operations and the limited development of very low density single-family dwellings. Such areas are not well suited for the development of residential neighborhoods nor are they expected to be provided with urban type public services.

7.3.2 Uses Permitted by Right:

- A. **Accessory Use** as provided in *Subsection 6.2.10* of this Ordinance.
- B. **Customary Agricultural Operation** as defined in *Article 5* of this Ordinance.
- C. **Gunsmithing** as defined in *Article 5* of this Ordinance.
- D. **Home Occupation** as provided in *Section 14.14* of this Ordinance.
- E. **Home Office** as provided in *Section 14.35* of this Ordinance.
- F. **Mobile Home Dwelling** as provided in *Section 16.5* of this Ordinance.
- G. **Single-Family Dwelling**, as defined in *Article 5* of this Ordinance.
- H. **Foster Care Facility** as provided in *Section 14.4 A-C (and D if 6 or fewer residents)* of this Ordinance.
- I. **Day Care Facilities**, as defined in *Article 5, Section 5.3.4 D 1.* (if 6 or fewer children of this Ordinance.
- J. **Uses similar** to the above uses permitted by right.

7.3.3 Uses Permitted by Site Plan Approval pursuant to Article 8 of this Ordinance:

- A. **Community Service Facility** as provided in *Section 14.5* of this Ordinance.
- B. **Parks and Recreational Facilities** as defined in *Article 5* of this Ordinance.
- C. **Long-Term Care Facilities** as provided in *Section 14.16 B* (if 6 or fewer bedrooms and 6 or fewer residents)

D. *Wind Energy System, as provided in Section 14.41 of this Ordinance*

E. ~~D.~~ Uses similar to the above uses permitted by Site Plan Approval.

7.3.4 Uses Permitted by Conditional Use Permit pursuant to Article 9 of this Ordinance:

- A. **Agricultural Business** as provided in *Section 14.1* of this Ordinance.
- B. **Archery and Gun Range** as provided in *Section 14.34* of this Ordinance.
- C. **Cemetery** as provided for in *Section 14.3* of this Ordinance.
- D. **Commercial Recreation Facility** as defined in *Article 5* of this Ordinance.

- E. **Construction Contractors Establishment** and storing of heavy equipment as provided in *Section 14.29* of this Ordinance.
- F. **Distressed Vehicle Transporter** as provided in *Section 14.24* of this Ordinance.
- G. **Educational Institutions**, including public and private schools, as provided in *Section 14.10* of this Ordinance.
- H. **Foster Care Facility** as provided in *Section 14.4 D (if 7-12 residents) and E* of this Ordinance.
- I. **Golf Course and Country Club** as provided in *Section 14.11* of this Ordinance.
- J. **Government Facility** as provided in *Section 14.10* of this Ordinance.
- K. **Home Business** as provided in *Section 14.13* of this Ordinance.
- L. **Nursery and Greenhouse** as provided in *Section 14.1* of this Ordinance.
- M. **Open Air Business and Storage** as provided in *Section 14.33* of this Ordinance.
- N. **Planned Unit Development (PUD)** as provided in *Article 15* of this Ordinance.
- O. **Private Airport** as provided in *Section 14.20* of this Ordinance.
- P. **Public Airport and Heliport** as provided in *Section 14.21* of this Ordinance.
- Q. **Communication Towers and Antennas**, as provided in *Section 14.27* of this Ordinance
- R. **Religious Institutions** as provided for in *Section 14.22* of this Ordinance.
- S. **Rental Storage Buildings** as provided in *Section 14.26* of this Ordinance.
- T. **Rooming and Boarding Dwellings** as provided in *Section 14.30* of this Ordinance.
- U. **Surface Mining** as provided in *Section 14.25* of this Ordinance.
- V. **Veterinary Hospital or Clinic and Kennel** as provided in *Section 14.1* of this Ordinance.
- W. **Agricultural Migrant Labor Housing** as provided in *Section 14.36* of this Ordinance.
- X. **Light Automotive, Small Engine Repair & Automotive Body Shop** as provided in *Section 14.37* of this Ordinance.
- Y. **Artisan's Workshop** as provided in *Section 14.38* of this Ordinance.
- Z. **Solar Energy System, Large** as provided in *Section 14.39* of this Ordinance.

AA. Wind Energy Systems, Utility-Scale, as provided in Section 14.41 of this Ordinance

BB. AA. Uses similar to the above uses permitted by Conditional Use Permit.

7.3.5 Site Development Requirements: All lots, buildings or structures created after the effective date of this Ordinance shall conform to the site development standards set forth in *Table A, Section 7.7* of this Ordinance, except as modified by *Article 6, General Provisions; Article 14, Specific Provisions and Requirements; Article 15, Planned Unit Developments*; or as varied pursuant to *Article 4, Board of Appeals*.

SECTION 7.6 INDUSTRIAL DISTRICT (I)

7.6.1 Intent and Purpose: The intent of this district is to provide for a variety of industrial and commercial uses in areas of the County affording direct access to all weather highways, adequate storm drainage, and existing utilities of power, water, and waste water disposal. Such Industrial Areas should be free of non-compatible uses designed so as to harm adjacent conforming uses, and provided with adequate land for expansion. Since such property is limited in availability, it will be conserved and restricted for industrial uses in the interest of the community's economic growth and development.

7.6.2 Uses Permitted by Right: The following uses are permitted provided there is **not** open storage of products or materials except vehicle and farm implements.

- A. **Accessory Uses** as provided in *Subsection 6.2.10* of this Ordinance.
- B. **Building Material Supplier** as defined in *Article 5* of this Ordinance.
- C. **Commercial Garage, Parking Garage** as provided in *Section 14.19* of this Ordinance.
- D. **Community Service Facility** as provided in *Section 14.5* of this Ordinance.
- E. **Construction Contractors Establishment** and storage of heavy equipment as provided in *Section 14.29* of this Ordinance.
- F. **Government Facility** as provided in *Section 14.10* of this Ordinance.
- G. **Light Manufacturing Facility** as defined in *Article 5* of this Ordinance.
- H. **Off Premise Signs and Billboards** as provided in *Article 11* of this Ordinance.
- I. **Research and development establishment** as defined in *Article 5* of this Ordinance.
- J. **Truck and Rail Freight Terminal** as defined in *Article 5* of this Ordinance.
- K. **Wholesale Trade Business** as defined in *Article 5* of this Ordinance, excluding, however, the storage of flammable liquids.
- L. **Uses similar** to the above uses permitted by right.

7.6.3 Uses Permitted by Site Plan Approval pursuant to Article 8 of this Ordinance:

- A. **Above Ground Storage of Flammable Liquids** as defined in *Article 5* of this Ordinance.
- B. **Motor Fuel Service Stations** as provided in *Section 14.19* of this Ordinance.
- C. **Open Air Business and Storage** as provided in *Section 14.33* of this Ordinance.
- D. **Propane Service Facility** as provided in *Section 14.31* of this Ordinance.
- E. **Public Airports and Heliports** as provided in *Section 14.21* of this Ordinance.
- F. **Rental Storage Buildings** as provided in *Section 14.26* of this Ordinance.
- G. **Wood Product Processing Facility** as defined in *Article 5* of this Ordinance.
- H. **Uses similar** to the above uses permitted by Site Plan Approval.

7.6.4 Uses Permitted by Conditional Use Permit pursuant to Article 9 of this Ordinance:

- A. **Automotive Salvage Yards and Scrapping Yards** as provided in *Section 14.2* of this Ordinance.
- B. **Chemical Processing and Metallurgic Manufacturing** as defined in *Article 5* of this Ordinance.

- C. **Customary Agricultural Operation** as defined in *Article 5* of this Ordinance if compatible with surrounding uses.
- D. **Distressed Vehicle Transporter** as provided in *Section 14.24* of this Ordinance.
- E. **Heavy Manufacturing** as defined in *Article 5* of this Ordinance.
- F. **Manufacturing of explosives** as defined in *Article 5* of this Ordinance
- G. **Meat or Poultry Processing Plant** as defined in *Article 5* of this Ordinance.
- H. **Communication Towers and Antennas** as provided in *Section 14.27* of this Ordinance.
- I. **Refiners and Power Generating Plant** as defined in *Article 5* of this Ordinance.
- J. **Solar Energy System, Large** as provided in *Section 14.39* of this Ordinance
- K. **Wind Energy Systems, Utility-Scale, as provided in Section 14.41 of this Ordinance**
- L. ~~K.~~ **Uses similar to the above uses permitted by Conditional Use Permit.**

7.6.5 Site Development Requirements: All lots, buildings, or structures created after the effective date of this Ordinance shall conform to the site development standards set forth in *Table A, Section 7.7* of this Ordinance, except as modified by the provision stated below, or as modified by *Article 6, General Provisions; Article 14, Specific Provisions and Requirements; Article 15, Planned Unit Development*; or as varied pursuant to *Article 4, Board of Appeals*.

- A. **External areas for storage** are permitted when screened on all sides by an opaque fence of not less than six (6) feet in height.
- B. When a **side or rear lot line abuts areas adjacent to property located within the R-1, R-2 or R-3 districts**, a buffer strip in addition to the minimum yard requirements of *Section 7.7* of this Ordinance shall be provided. The buffer strip shall consist of the following:
 1. Landscaped Strip: A landscaped strip at least fifty (50) feet in width along the entire length of the abutting the R-1, R-2 or R-3 districts.
 2. Trees: The number of trees shall be determined as follows: three (3) trees plus one (1) for each fifteen (15) feet of buffer strip length. The trees may be placed within the buffer strip so as to provide the best screening as approved by the Director of Community Development, or designee. The trees shall be at least the following size at the time of planting: evergreens - six (6) to eight - (8) feet in height, deciduous - one and three quarter inches (1 3/4") in caliper.
 3. Sight-Proof Screening: Sight proof screening six (6) feet in height shall be provided along the entire length of the abutting R-1, R-2 or R-3 districts by use of the following landscape elements: wooden fencing, evergreen shrubs and berms. These elements may be used separately or in combination as determined by the Director of Community Development, or designee.

ARTICLE 14 SPECIFIC PROVISIONS AND REQUIREMENTS:

Changes are proposed to Article 14 to add Section 14.41 Wind Energy Systems and removed Wind Energy Systems from Section 14.5 Community Service Facility:

SECTION 14.5 COMMUNITY SERVICE FACILITY

14.5.1 Definition: A public or private utility installation including, but not limited to water towers, ~~wind energy systems~~, pumping stations, microwave transmission towers, high voltage electrical transmission equipment and accessories or communications equipment which is licensed by the Federal Communications Commission that is reasonably necessary to provide needed community facilities and services. **See Sections 14.39 for Solar Energy and 14.41 Wind Energy Systems specific provisions and requirements.**

14.5.2 Regulations and Conditions:

- A. Freestanding towers shall be setback from property lines and street right-of-way lines a distance equal to the elevation of the tower or three-hundred (300) feet, whatever is less. Freestanding towers in excess of one-hundred (100) feet in height above grade level shall be prohibited within a two (2) mile radius of a public airport.
- B. Mechanical equipment which is not located within a fully enclosed building shall be screened from view with suitable plant material and fenced to the extent necessary to protect the public safety and to conserve the value of surrounding property.

SECTION 14.41 Wind Energy System (WES)

14.41.1 Intent and Purpose: It is the intent of this section to regulate the safe, effective and efficient use of wind energy systems in order to generate electricity.

14.41.2 Definitions:

Wind Energy System (WES): A land use for generating electric power from wind with a structural device (such as a wind generator, windmill, or wind turbine) that measures and/or converts wind into electricity through the use of specialized equipment. This does not include wiring to connect the wind energy system to the grid.

Wind Energy System (WES) Utility-Scale: A land use for generating electric power from wind at multiple tower locations in a community and includes accessory uses such as but not limited to an anemometer tower and electric substation. A utility-scale WES is designed and built to provide electricity to the electric utility.

Wind Energy System (WES) Testing Site: A land use containing a structure and equipment for determining the potential placement of one or more WES improvements which contains instrumentation, such as anemometers or other meteorological devices, designed to provide wind speeds and other data.

Wind Energy System (WES) On-Site: A land use for generating electric power from wind that is an accessory use designed and constructed to provide electricity only to the property where the structure is located, or to adjacent properties under the same ownership or control.

Anemometer Tower: A freestanding tower containing instrumentation such as anemometers that is designed to provide present moment wind data for use by the supervisory control and data acquisition (SCADA) system which is an accessory land use to a utility-scale WES.

Height: The distance between the base of the wind turbine tower, measured from the ground level at grade to the tip of the blade at its highest reach.

Horizontal Axis Wind Turbine: A design in which the shaft is parallel to the ground and the blades are perpendicular to the ground.

Vertical Axis Wind Turbine: A design where the rotating shaft is perpendicular to the ground and the cups or blades rotate parallel to the ground.

Participating Parcel: One or more parcels under lease or easement for development of a utility-scale WES.

Non-Participating Parcel: A parcel for which there is no signed lease or easement for development of a utility-scale WES associated with the applicant project.

A-weighted sound level: The sound pressure level in decibels as measured on a sound level meter using the A-weighted network, a method for weighting the frequency spectrum to mimic the human ear. Expressed as dB(A) or dBA.

Shadow Flicker: Alternating changes in light intensity caused by the moving blades of a wind energy system casting shadows on the ground and stationary objects, such as but not limited to a window of a dwelling.

14.41.3 Wind Energy System (WES) Utility-Scale Requirements:

A. Site Plan Requirements: In addition to the regular application for a Conditional Use Permit and payment of fees, the application shall be accompanied by a Site Plan. The Site Plan shall be drawn to a scale of 1 inch to 200 feet on a certified boundary survey and shall be sealed by a licensed professional engineer and shall include the following information:

1. Name and address of owner(s) of participating parcels on which the WES development will take place.
2. Name and address of person, firm, or corporation responsible if different than owner.
3. All lot lines and dimensions of each participating parcels comprising the WES.
4. Location of all existing and proposed overhead and underground electrical transmission or distribution lines within the WES and within 100 feet of all exterior property lines of the participating parcels WES.
5. Existing and proposed setbacks of all structures located on the participating parcels.
6. Location, height, and dimensions of all proposed WES buildings, structures, towers, security fencing and other above ground structures and utilities associated with the WES.
7. Location and height of all existing buildings, structures, and above ground utilities located within radius equal to the height of the WES Utility-Scale tower structure. Specific distances to other on-site buildings, structures, and utilities shall also be provided.

8. Location of access driveways off from public road(s) or private road(s) and within the WES area, together with a detailed narrative regarding dimensions, grade, composition, and maintenance of each proposed driveway. All driveways off from public roads are subject to the approval of the Eaton County Road Commission or Michigan Department of Transportation for ingress and egress.
9. A site grading, erosion control and storm water drainage plan must be submitted on a topographic map and be approved by the Eaton County Drain Commissioner prior to any Conditional Use Permit application being submitted. Drainage in relationship to its impact on a County Road shall be approved by the Eaton County Road Commission. The Michigan Department of Transportation (MDOT) shall approve drainage in relationship to its impact on a State Road.
10. Additional detail(s) and information as required by the Eaton County Zoning Ordinance, or as required by the Eaton County Planning Commission.

B. Application Requirements: In addition to all other applicable information the application shall include:

1. The estimated construction timeline.
2. An approved Road Maintenance Agreement from the Eaton County Road Commission and/or Michigan Department of Transportation.
3. An illustration of the proposed type of Utility-Scale WES
4. A detailed description of the complaint resolution process developed by the applicant to resolve complaints from nearby residents concerning the construction or operation of the WES. The process shall not preclude the County from acting on the complaint. During construction the applicant shall maintain and make available to nearby residents a telephone number where the project representative can be reached during normal business hours.
5. A study and report declaring the ambient and potential sound created by the Utility-Scale WES. The report must be produced by a qualified acoustic consultant and meet ANSI standards and methodology for the measurement of sound to the extent that those standards and methods are applicable to providing accurate and substantive information for review by the Planning Commission. The report shall, at a minimum include.
 - a) A description and map of the projects sound producing features of each Utility-Scales WES, including the range of decibel levels expected (to be measured in dB(A)), and the basis for the expectation.
 - b) A description and map of the existing land uses and structures within a quarter (1/4) mile of the proposed Utility-Scale WES participating parcel boundaries. The description and map shall include the location of the structures, their use or uses, distances from the source of the sound or Utility-Scale WES and ambient decibel readings (including the date and time when measurements are taken) for each identified land use and structure described and mapped.
 - c) A detailed description of any proposed sound control features for each Utility-Scales WES, including specific measures to minimize noise impacts to structures and land uses identified in the preceding item (b).
6. A detailed study/analysis on potential shadow flicker for all neighboring/adjacent occupied structures on non-participating parcels within half (1/2) mile of the proposed

Utility-Scale WES participating parcel boundaries. The study/analysis shall identify the locations from sunrise to sunset over the course of a year.

7. A written description of the maintenance program to be used for the WES. The description shall include maintenance schedules and types of maintenance to be performed.
8. A Decommissioning Plan, prepared by a Licensed Professional Engineer, to ensure the Utility-Scale WES is properly decommissioned upon the end of project life, inoperability of individual WES turbine, or facility abandonment. The Decommissioning Plan shall include, but not be limited to, steps to remove all structures, fencing and equipment, foundations, footings, roads and debris to a depth of four (4) feet, as well as restoration of the soil and vegetation. Upon removal of the WES, the ground must be restored and revegetated to blend with the existing surrounding vegetation. For agricultural lands, this explicitly entails restoration of the soils to their original USDA classification, as confirmed by a soil survey conducted in accordance with standards of the National Cooperative Soil Survey. Upon written request by the property owner, access drives and associated drainage improvements, if any, may continue to exist as long as they were part of the original plan or an approved amended plan. The decommissioning including restoration shall be completed within one (1) year of the end of project life, inoperability of individual WES turbine(s), or facility abandonment. Extensions may be granted upon written request to the Planning Commission prior to expiration of the one (1) year decommissioning period. The Decommissioning Plan shall state (a) how the facility will be decommissioned to meet the criteria above, (b) how the system and its components will be disposed of or recycled, (c) the Professional Engineer's estimated cost of decommissioning, (d) the financial resources to be used to accomplish decommissioning, and (e) that the resources shall be deposited with the Eaton County Treasurer.

C. Regulations and Conditions:

1. **Height Restrictions:** Utility-Scale WES are exempt from the height requirements of this ordinance.
2. **Setbacks:** All required setbacks shall be measured from the edge of the base of a Utility-Scale WES to the applicable property line, structure or other feature where setbacks are noted as required.
 - a) All Utility-Scale WES shall be setback from non-participating parcel property lines a distance of no less than two times the height of the wind turbine tower. Setbacks shall only apply to perimeter property lines of participating parcels and shall not apply to property lines between participating parcels.
 - b) All Utility-Scale WES shall be setback a distance of no less than one (1) foot for every one (1) foot of wind turbine tower height to a public road, private road, or active railroad right-of-way boundary. No setback is required from a drain right-of-way. An encroachment permit from the Eaton County Drain Commissioner will be required for work done within any drain easement area.
 - c) All Utility-Scale WES shall be setback from the nearest non-participating parcel, school, hospital, church or public library, or any other occupied buildings a distance of no less than one thousand five hundred (1,500) feet. Any structure above constructed after the approval of a WES on a Participating or Non-Participating Parcel, shall not be required to meet the minimum setback.
 - d) All Utility-Scale WES shall be setback a distance of no less than one (1) foot

for every one (1) foot of wind turbine tower height to an existing above-ground public electric power line, telephone line or under-ground gas transmission line, unless said utility owner provides a waiver of such setback. Utility lines implemented as part of the application for a WES or those utility lines installed after the approval of a WES, shall be exempt from meeting this requirement.

3. **Sound Levels:** Any ten (10) minute LAeq shall not exceed forty-five (45) dB(A) at the property line of a non-participating parcel(s) boundary.
 - a) Sound level limits are to be evaluated using the A-weighted equivalent sound level (LAeq) descriptor. The LAeq is measured using ten-minute time interval.
4. **Shadow Flicker:** A Utility-Scale WES shall be designed, sited, operated, and equipped with proven technology to minimize shadow flicker. Utility-Scale WES shall be placed such that shadow flicker to any occupied buildings occurs no more than 30 hours per year. Shadow Flicker in excess of 30 hours per year must be mitigated or eliminated.
5. **Visual Appearance:** The color and surface treatment of the Utility-Scale WES and supporting structures shall be neutral in color. No lettering, company insignia, advertising or graphics shall be on any part of the tower, hub, or blades of the WES. The main structure of any Utility-Scale WES shall be of a monopole design and not have any guy wires.
6. **Environmental Impact:** The Utility-Scale WES shall comply with all applicable parts of the Michigan Natural Resources and Environmental Protection Act (Public Act 451 of 1994, as amended).
7. **Safety Measures:**
 - a) All Utility-Scale WES shall have automatic braking, governing, or a feathering system to prevent uncontrolled rotation or over speeding.
 - b) The minimum vertical blade tip clearance from grade on any Utility-Scale WES shall be seventy-five (75) feet for a horizontal axis rotor.
 - c) All Utility Scale WES shall meet Federal Aviation Administration requirements, the Michigan Airport Zoning Act (PA 23 of 1950), the Michigan Tall Structures Act (PA259 of 1959) and any local jurisdiction airport overlay zone regulations. Minimum FAA lighting standards shall not be exceeded. The lighting plan submitted to the FAA shall include an Aircraft Detection Lighting System (ADLS) for the utility-scale WES. The tower shaft shall not be illuminated unless required by the FAA. Any required lighting shall be shielded to the extent possible to reduce glare and visibility from the ground.
 - d) A Professional Engineer shall provide as built plans and certifications for the construction and installation of the Utility-Scale WES which meets or exceeds the manufacture's construction and installation standards.
 - e) No WES shall be installed in any location where its proximity with existing fixed broadcast, transmission, or reception antennas for television, radio, or wireless phone other personal communication systems would produce interference with signal transmission or reception
 - f) The applicant shall provide planned security measures to prevent unauthorized trespass and access. Additionally, all WES shall be unclimbable by design or protected by anti-climbing devices.

- g) Each Utility-Scale WES shall have one sign posted at the entrance off from the public road. The sign shall be weather durable and should include the following information: warning high voltage and an emergency contact with phone number. No advertising or non-project related graphics shall be on any part of the WES or other components or buildings of the WES. The sign shall be visible and not exceed six (6) square feet in size.
8. **Compliance Reporting:** At the end of the first year (12 full months) of operation, the owner/operator shall provide to the County a compliance report that at a minimum addresses compliance with the shadow flicker and sound regulations of this Ordinance. The compliance report shall be well-documented, including measurements and location where measurements are taken. Such compliance report shall meet, where applicable, ANSI standards and methodology for the measurement of the sound, light, or shadow.
9. **Complaint Procedure:** Should a resident allege a WES is not in compliance with the requirements of this Ordinance, the procedure shall be as follows:
- a) Complaints must be submitted to the Development Official, or his or her designee, in writing from the affected resident, and include their name, address, and contact information. If the affected resident does not own the property allegedly being subjected to violations of the Ordinance, the name address, and contact information for the owner of the parcel shall be provided.
 - b) Upon investigation by the County, if a complaint is deemed credible, the owner/operator of the WES shall be notified in writing. Within fourteen (14) calendar days of the date of notice, the owner/operator of the WES shall provide a statement of compliance or non-compliance. The owner/operator may be responsible to pay for an independent investigation conducted by qualified professionals acceptable to Eaton County to determine compliance.
10. **Abandonment:** A Utility-Scale WES not operated for a continuous period of twelve (12) months shall be considered abandoned.
11. **Financial Guarantee:** If a Utility-Scale WES is approved under this section, a decommissioning financial guarantee shall be posted prior to the start of construction for an amount necessary to accomplish the work specified in the decommissioning plan as agreed upon by the Eaton County Planning Commission and the applicant and may include an annual escalator or increase based on the Consumer Price Index (or the equivalent or its successor).
- a) The financial guarantee for decommissioning shall be in the form of a surety bond executed by a reputable surety company authorized to do business in the State of Michigan or a cash bond posted in lieu of a surety bond.
 - b) The bond shall be returned when all conditions stipulated in the Conditional Use Permit and the Decommissioning Plan have been completed. There shall be no partial release of the bond. The financial guarantee shall be kept in full force and effect during the entire time the WES exists or is in place, it shall be irrevocable and non-cancelable.
 - c) The County shall have access to the funds for the express purpose of completing the decommissioning, if decommissioning is not completed by the applicant within one (1) year of the end of project life, inoperability of individual WES turbine, or facility abandonment, or upon expiration of any extension granted by the Planning Commission. Escrow funds may be used for administrative fees and costs associated with decommissioning.

- d) The County (or its designated agent) is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning as necessary.
- e) The County is also granted the right to seek and obtain injunctive relief to effect or complete decommissioning, as well as the right to collect reimbursement from applicant or applicant's successor for decommissioning costs in excess of the amount deposited in escrow and to file a lien against any real estate owned by applicant or applicant's successor, or in which they have an interest, for the amount of the excess costs, and to take all steps allowed by law to enforce the lien.

12. Enforcement: Eaton County reserves the right upon issuing any WES conditional use permit to inspect the premises on which the WES is located. The owner or operator, landowner, firm, association, corporation or representative of any WES found by Eaton County to be in violation of the conditional use permit, or to be Abandoned or unsafe as defined in this Ordinance:

- a) Shall provide abatement by shut down, repair, or removal of the WES within forty-five (45) days upon written notification from the Development Official (or other County designee). If abatement cannot be achieved within forty-five (45) days, a plan shall be provided showing resolution to the matter with a timeline for compliance.
- b) Shall be subject to all enforcement mechanisms available to the County.
- c) May be subject to revocation of the conditional use permit for excessive and continued violations.
- d) May be required to reimburse Eaton County for cost(s) and expenses of obtaining other relief including a temporary or permanent injunction.

D. Post Construction Activities: To ensure compliance the following actions must be taken pending completion of any Utility-Scale WES:

- 1. **Certification:** Following the completion of construction, certification that all construction was completed pursuant to the Conditional Use Permit.
- 2. **As-built site plan drawings:** Within twelve (12) months of the project completion, the applicant shall submit as-built site plan drawings of the constructed WES, in the formats of Adobe PDF, or similar as a hard copy and as saved on electronic media, including location data (x,y coordinates) of site features, inclusive of turbines, access roads, junction boxes, the underground power collection system, and any borings underneath roads or drains. The applicant shall also submit all information listed above in GIS and CAD, or similar formats.
- 3. **Sound Study:** A post construction study documenting sound level measurements shall be provided to the Eaton County Community Development Department by a third party qualified professional, selected by the Planning Commission and at the expense of the applicant and/or owner, within 12 months from the commencement of operation of the project. The study should generally follow the procedures in the most recent versions of American National Standard Institute (ANSI). The post construction study shall be performed as established by the Community Development Department prior to the study.

E. Administrative Provisions Following Approval:

1. **Expiration of Permit:** An approved conditional use permit for a Utility Scale WES shall expire if construction has not commenced within twenty-four (24) months from the date of issuance. Commencement shall mean the erection of a Utility Scale WES structure.

2. **Amendment of Site Location:** The Development Official may approve changes in the location of a Utility Scale WES and access drives so long as the modification is not more than one hundred (100) feet from the approved location and continues to meet all regulations of this Section.

14.41.4 Wind Energy System (WES) Testing Site:

A. Site Plan Requirements: In addition to the regular application for a Site Plan Review and payment of fees, the application shall be accompanied by a Site Plan. The Site Plan shall be drawn to a scale of 1 inch to 200 feet and shall include the following information:

1. Name and address of owner(s) of participating parcels on which the WES Testing Site structure will be located.
2. Name and address of person, firm, or corporation responsible if different than owner.
3. The lot lines and dimensions of the parcel(s) on which the WES Testing Site structure will be located.
4. Location of all existing overhead and underground electrical transmission or distribution lines.
5. Existing and proposed setbacks of all structures located on the participating parcels.
6. Location, height, and dimensions of all proposed WES Testing Site buildings, structures, towers, security fencing and other above ground structures and utilities associated with the WES Testing Site.
7. Location of all existing buildings, structures, and above ground utilities located within the area equal to the height of the WES Testing Site tower structure. Specific distances to other on-site buildings, structures, and utilities shall also be provided.
8. Location of access driveways off from public road(s) or private road(s) and within the WES Testing Site area.

B. Application Requirements: In addition to all other applicable information the application shall include:

1. The estimated construction timeline.
2. An illustration of the proposed type of the WES Testing Site structure.
3. A detailed description of the complaint resolution process developed by the applicant to resolve complaints from nearby residents concerning the construction or operation of the WES Testing Site. The process shall not preclude the County from acting on the complaint. During construction the applicant shall maintain and make available to nearby residents a telephone number where the project representative can be reached during normal business hours.
5. A Decommissioning Plan, prepared by a Licensed Professional Engineer, to ensure a WES Testing Site is properly decommissioned upon the end of its project life, inoperability, abandonment or expiration of the Site Plan Approval. The Decommissioning Plan shall include, but not be limited to, steps to remove all structures, fencing and equipment, foundations, footings, roads and debris to a depth

of four (4) feet, as well as restoration of the soil and vegetation. Upon removal of the WES, the ground must be restored and revegetated to blend with the existing surrounding vegetation. The decommissioning including restoration shall be completed within six (6) months of the end of project life, inoperability, abandonment or expiration of the Site Plan Approval. The Decommissioning Plan shall state (a) how the facility will be decommissioned to meet the criteria above, (b) how the system and its components will be disposed of or recycled, (c) the Professional Engineer's estimated cost of decommissioning, (d) the financial resources to be used to accomplish decommissioning, and (e) that the resources shall be deposited with the Eaton County Treasurer.

C. Regulations and Conditions:

1. **Height Restrictions:** WES Testing Sites are exempt from the height requirements of this ordinance.
2. **Setbacks:** All required setbacks shall be measured from the edge of the base of a WES Testing Site to the applicable property line, structure or other feature where setbacks are noted as required.
 - a) All WES Testing Sites shall be setback from non-participating parcel property lines a distance of no less than two times the height of the tower. Setbacks shall only apply to perimeter property lines of participating parcels and shall not apply to property lines between participating parcels.
 - b) All WES Testing Sites shall be setback a distance of no less than one (1) foot for every one (1) foot of tower height to a public road, private road, or active railroad right-of-way boundary. No setback is required from a drain right-of-way. An encroachment permit from the Eaton County Drain Commissioner will be required for work done within any drain easement area.
 - c) All WES Testing Sites shall be setback a distance no less than one (1) foot for every one (1) foot of tower height to an existing above-ground public electric power line, telephone line or under-ground gas transmission line, unless said utility owner provides a waiver of such setback. Utility lines implemented as part of the application for a WES or those utility lines installed after the approval of a WES, shall be exempt from meeting this requirement.
3. **Visual Appearance:** The color and surface treatment of the WES Testing Site and supporting structures shall be neutral in color. No lettering, company insignia, advertising or graphics shall be on any part of the WES Testing Site.
4. **Safety Measures:**
 - a) All WES Testing Sites shall meet Federal Aviation Administration requirements, the Michigan Airport Zoning Act (PA 23 of 1950), the Michigan Tall Structures Act (PA259 of 1959) and any local jurisdiction airport overlay zone regulations. Any required lighting shall be shielded to the extent possible to reduce glare and visibility from the ground.
 - b) All WES Testing Sites shall comply with all applicable state construction and electrical codes and local building permit requirements.
 - c) A Professional Engineer shall provide as built plans and certifications for the construction and installation of the WES Testing Site which meet or exceed the manufacture's construction and installation standards.

- d) The applicant shall provide planned security measures to prevent unauthorized trespass and access. Additionally, all WES shall be unclimbable by design or protected by anti-climbing devices.
 - e) Each WES Testing Site shall have one sign posted at the entrance off from the public road. The sign shall be weather durable and should include the following information: warning high voltage and an emergency contact with phone number. No advertising or non-project related graphics shall be on any part of the WES or other components or buildings of the WES. The sign shall be visible and not exceed six (6) square feet in size.
5. **Abandonment:** A WES Testing Site not operated or used for a continuous period of twelve (12) months shall be considered abandoned. Upon this determination, the Decommissioning Plan and Financial Guarantee processes will be followed.
6. **Financial Guarantee:** If a WES Testing Site is approved under this section, a decommissioning financial guarantee shall be posted prior to the start of construction for an amount necessary to accomplish the work specified in the decommissioning plan as agreed upon by the Eaton County Site Plan Review Committee and the applicant and may include an annual escalator or increase based on the Consumer Price Index (or the equivalent or its successor).
- a) The financial guarantee for decommissioning shall be in the form of a surety bond executed by a reputable surety company authorized to do business in the State of Michigan or a cash bond posted in lieu of a surety bond.
 - b) The bond shall be returned when all conditions stipulated in the Conditional Use Permit and the Decommissioning Plan have been completed. There shall be no partial release of the bond. The financial guarantee shall be kept in full force and effect during the entire time the WES exists or is in place, it shall be irrevocable and non-cancelable.
 - c) The County shall have access to the funds for the express purpose of completing the decommissioning, if decommissioning is not completed by the applicant within one (1) year of the end of project life, inoperability, or abandonment. Escrow funds may be used for administrative fees and costs associated with decommissioning.
 - d) The County (or its designated agent) is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning as necessary.
 - e) The County is also granted the right to seek and obtain injunctive relief to effect or complete decommissioning, as well as the right to collect reimbursement from applicant or applicant's successor for decommissioning costs in excess of the amount deposited in escrow and to file a lien against any real estate owned by applicant or applicant's successor, or in which they have an interest, for the amount of the excess costs, and to take all steps allowed by law to enforce the lien.
7. **Enforcement:** Eaton County reserves the right upon issuing any WES Testing Site approvals, to inspect the premises on which the WES is located. The owner or operator, landowner, firm, association, corporation or representative of any WES found by Eaton County to be in violation of a site plan review approval or to be Abandoned or unsafe as defined in this Ordinance:

- a) Shall provide abatement by shut down, repair, or removal of the WES within forty-five (45) days upon written notification from the Development Official (or other County designee). If abatement cannot be achieved within forty-five (45) days, a plan shall be provided showing resolution to the matter with a timeline for compliance.
- b) Shall be subject to all enforcement mechanisms available to the County.
- c) May be subject to revocation of the Site Plan Review approval for excessive and continued violations.
- d) May be required to reimburse Eaton County for cost(s) and expenses of obtaining other relief including a temporary or permanent injunction.

D. Administrative Provisions Following Approval:

- 1. **Expiration of Site Plan Approval:** Site Plan approval for a WES Testing Site shall expire if the land use or construction permitting have not commenced within twelve (12) months. At no time shall a Site Plan Approval for a WES Testing Site be granted for more two (2) years. Any request to extend operations beyond this two (2) year time period must be made to the Eaton County Planning Commission with adequate documentation.
- 2. **Amendment of Site Location:** The Development Official may approve changes in the location of a WES Testing Site and access drives so long as the modification is not more than one hundred (100) feet from the approved location and continues to meet all regulations of this Section.

14.41.5 Wind Energy System (WES) On-Site:

A. Site Plan Requirements: In addition to the required application and payment of fees, the application shall be accompanied by a Site Plan. The Site Plan shall be drawn to a readable scale and shall include the following information:

- 1. Name and address of owner(s) of the parcel on which the On-Site WES will be located.
- 2. The lot lines and dimensions of the parcel on which the On-Site WES will be located.
- 3. Location of all existing overhead and underground electrical transmission or distribution lines on the property.
- 4. Existing and proposed setbacks of all structures located on the property.
- 5. Location, height, and dimensions of all proposed On-Site WES buildings, structures, towers, security fencing and other above ground structures and utilities associated with the On-Site WES.
- 6. Location of all existing buildings, structures, and above ground utilities located within the area equal to the height of the On-Site WES tower structure. Specific distances to other on-site buildings, structures, and utilities shall also be provided.
- 7. Location of access driveway(s) off from public road(s) or private road(s) and within the On-Site WES area.

B. Application Requirements: All On-Site WES sixty-six (66) feet in height or under shall be a use permitted by Site Plan Approval. All On-Site WES over sixty-six (66) feet in height shall be a use permitted by Conditional Use Permit. In addition to the appropriate application and all other applicable information, the application shall include:

1. The estimated construction timeline.
2. An illustration to scale of the proposed type of the On-Site WES.
3. A detailed description of the complaint resolution process developed by the applicant to resolve complaints from nearby residents concerning the construction or operation of the On-Site WES. The process shall not preclude the County from acting on the complaint.
4. The applicant shall provide documentation from the manufacturer in reference to the sound levels of the On-Site WES. The sound generated shall not exceed forty-five (45) dB(A) at any Non-Participating Parcel boundary.

C. Regulations and Conditions:

1. **Height Restrictions:** On-Site WES are exempt from the height requirements of this ordinance providing they are compliant with the setback requirements of this section as noted below.
2. **Setbacks:** All required setbacks shall be measured from the edge of the base of an On-Site WES to the applicable property line, structure or other feature where setbacks are noted as required.
 - a) All On-Site WES shall be setback from non-participating parcel property lines, public roads, private roads, or active railroad right-of-way boundary lines, no less than one (1) foot for every one (1) foot of tower height. Setbacks shall only apply to perimeter property lines of participating parcels and shall not apply to property lines between participating parcels. No setback is required from a drain right-of-way. An encroachment permit from the Eaton County Drain Commissioner will be required for work done within any drain easement area
 - b) All On-Site WES shall be setback a distance of no less than one (1) foot for every one (1) foot of tower height to an existing above-ground public electric power line, telephone line or under-ground gas transmission line, unless said utility owner provides a waiver of such setback. Utility lines implemented as part of the application for an On-Site WES or those utility lines installed after the approval of an On-Site WES, shall be exempt from meeting this requirement.
3. **Sound Levels:** The sound generated from an On-Site WES shall not exceed forty-five (45) dB(A) at any non-participating parcel boundary.
4. **Visual Appearance:** The color and surface treatment of the On-Site WES and supporting structures shall be neutral in color. No lettering, company insignia, advertising or graphics shall be on any part of the tower, hub, or blades of the On-Site WES.
5. **Safety Measurers:**
 - a) All On-Site WES shall have automatic braking, governing, or a feathering system to prevent uncontrolled rotation or over speeding.
 - b) Horizontal axis On-Site WES must have a minimum distance of twenty (20) feet between the lowest extension of a rotational blade and the average grade at the base of the structure.

Vertical axis On-Site WES are exempt from this ground clearance provision, provided sufficient clearance is maintained for the safety of people, animals, machinery, or others that may traverse under or near the vertical axis system.

- c) All On-Site WES shall meet with Federal Aviation Administration requirements, the Michigan Airport Zoning Act (PA 23 of 1950), the Michigan Tall Structures Act (PA259 of 1959) and any local jurisdiction airport overlay zone regulations. Any required lighting shall be shielded to the extent possible to reduce glare and visibility from the ground.
 - d) All On-Site WES shall comply with all applicable state construction and electrical codes and local building permit requirements. A copy of the manufacturer's installation instructions shall be provided. Included as part of or as an attachment to the installation instructions shall be standard drawings of the structural components of the wind energy system and support structures, including base and footings provided along with engineering data and calculations to demonstrate compliance with the structural design provisions of the County Building Code; drawings and engineering calculations shall be certified by a registered engineer licensed to practice in the State of Michigan.
 - e) On-Site WES must meet or exceed the manufacturer's construction and installation standards.
 - f) No On-Site WES shall be installed in any location where its proximity with existing fixed broadcast, transmission, or reception antennas for television, radio, or wireless phone other personal communication systems would produce interference with signal transmission or reception
 - g) All On-Site WES shall be unclimbable by design or protected by anti-climbing devices.
6. **Complaint Procedure:** Should a resident allege an On-Site WES is not in compliance with the requirements of this Ordinance, the procedure shall be as follows:
- a) Complaints must be submitted to the Development Official, or his or her designee, in writing from the affected resident, and include their name, address, and contact information. If the affected resident does not own the property allegedly being subjected to violations of the Ordinance, the name address, and contact information for the owner of the parcel shall be provided.
 - b) Upon investigation by the County, if a complaint is deemed credible, the owner/operator of the On-Site WES shall be notified in writing. Within fourteen (14) calendar days of the date of notice, the owner/operator of the On-Site WES shall provide a statement of compliance or non-compliance.
7. **Abandonment:** An On-Site WES not operated or used for a continuous period of twelve (12) months shall be considered abandoned.
8. **Decommissioning:** On-Site WES shall be properly decommissioned upon the end of its project life, inoperability or abandonment. The owner/operator of the On-Site WES are to demolish and remove any WES structure(s) and accessories associated with its use. The County is granted the right to seek and obtain injunctive relief to effect or complete decommissioning, as well as the right to collect reimbursement from owners/operator or their successor, for decommissioning costs by filing a lien against any real estate owned by the owner/operator successor, or in which they have an interest, for the amount of the decommission and any other associated or related cost, and to take all steps allowed by law to enforce the lien.
9. **Enforcement:** Eaton County reserves the right upon issuing any On-Site WES site plan approval or conditional use permit to inspect the premises on which the On-Site WES is located. The owner/operator of the On-Site WES found by Eaton County to

be in violation of a site plan approval or conditional use permit, or to be abandoned or unsafe as defined in this Ordinance:

- a) Shall provide abatement by shut down, repair, or removal of the On-Site WES within forty-five (45) days upon written notification from the Development Official (or other County designee). If abatement cannot be achieved within forty-five (45) days, a plan shall be provided showing resolution to the matter with a timeline for compliance.
- b) Shall be subject to all enforcement mechanisms available to the County.
- c) May be subject to revocation of the site plan review approval or conditional use permit for excessive and continued violations.
- d) May be required to reimburse Eaton County for cost(s) and expenses of obtaining other relief including a temporary or permanent injunction.

D. Distribution, Transmission and Interconnection:

1. **Interconnection:** No On-Site WES shall be interconnected with a local electrical utility company until the utility company has reviewed and commented upon it. The interconnection of the On-Site WES with the utility company shall adhere to the State Electrical Code as adopted by the County.

E. Administrative Provisions Following Approval:

1. **Expiration of Permit/Approval:** The approved Site Plan Review or Conditional Use Permit for an On-Site WES shall expire if the proposed land use or structure has not commenced within six (6) months of the date of approval.
2. **Amendment of Site Location:** The Development Official may approve changes in the location of an On-Site WES and access drive so long as the modification is not more than one hundred (100) feet from the approved location and continues to meet all regulations of this Section.

EATON COUNTY BOARD OF COMMISSIONERS
RESOLUTION PLEDGING FULL FAITH AND CREDIT
TO LEMON DRAIN DRAINAGE DISTRICT BONDS

RESOLUTION # _____

Minutes of a regular meeting of the Board of Commissioners of Eaton County, Michigan, held in the County on _____, 2023, at _____m., local time.

PRESENT: Commissioners _____

ABSENT: Commissioners _____

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

WHEREAS pursuant to a petition filed with the Drain Commissioner of the County of Eaton, State of Michigan (the “Drain Commissioner”), proceedings have been taken under the provisions of Act 40, Public Acts of Michigan, 1956, as amended (the “Act”), for the making of certain intra-county drain improvements referred to as the Lemon Drain Maintenance and Improvement Project (the “Project”), which is being undertaken by the Lemon Drain Drainage District (the “Drainage District”) in a Special Assessment District (the “Special Assessment District”) established by the Drainage District; and

WHEREAS, the Project is necessary for the protection of the public health, and in order to provide funds to pay the costs of the Project, the Drain Commissioner intends to issue the Drainage District’s bonds (the “Bonds”), in one or more series, in an amount not to exceed \$1,860,000 pursuant to the Act; and

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

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

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

NOW, THEREFORE, IT IS RESOLVED as follows:

1. The County pledges its full faith and credit for the prompt payment of the principal of and interest on the Bonds in a par amount not to exceed \$1,860,000. The County

shall immediately advance sufficient moneys from County funds, as a first budget obligation, to pay the principal of and interest on any of the Bonds should the Drainage District fail to pay such amounts when due. The County shall, if necessary, levy a tax on all taxable property in the County, to the extent other available funds are insufficient to pay the principal of and interest on the Bonds when due.

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

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

4. Any one of the Authorized Officers is hereby authorized to execute a certificate of the County to comply with the continuing disclosure undertaking of the County with respect to the Bonds pursuant to paragraph (b)(5) of SEC Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate").

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

YEAS: Commissioners _____

NAYS: Commissioners _____

ABSTAIN: Commissioners _____

RESOLUTION DECLARED ADOPTED.

Diana Bosworth, Clerk
County of Eaton

CERTIFICATION

I, Diana Bosworth, the duly qualified and acting Clerk of Eaton County, Michigan (the “County”) do 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 _____, 2023, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

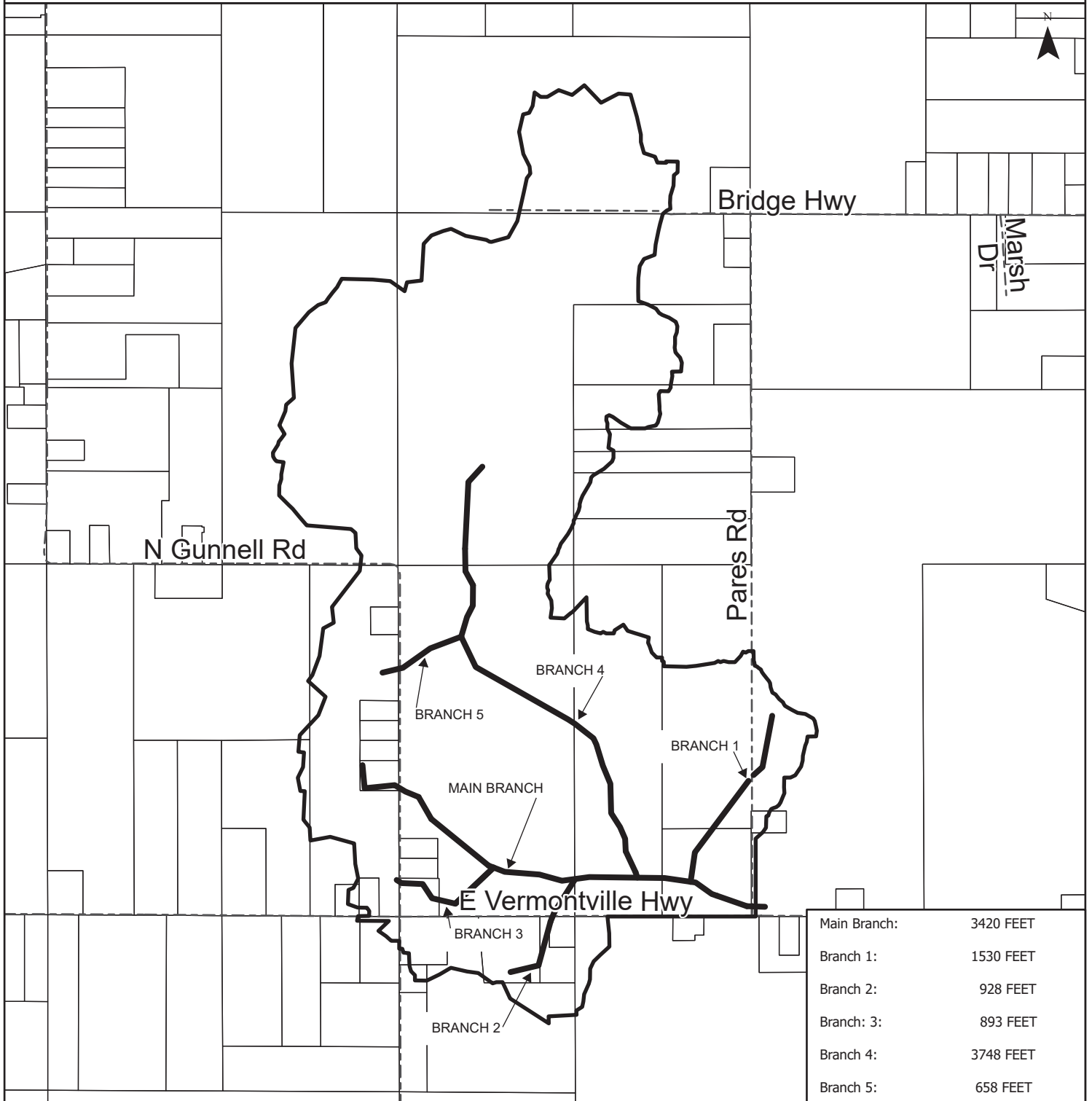
Date: _____, 2023

Diana Bosworth, Clerk
County of Eaton

Exhibit "B2"

Lemon Drain Drainage District

Eaton County Drain Commissioner



Main Branch:	3420 FEET
Branch 1:	1530 FEET
Branch 2:	928 FEET
Branch 3:	893 FEET
Branch 4:	3748 FEET
Branch 5:	658 FEET

Legend

- Drainage District
- Lemon Drain
- Roads
- Parcel Lines



Drainage District Information:

Historical District:	334.93 Acres
Revised District:	357.46 Acres
Lands Added:	46.23 Acres
Lands Removed:	23.70 Acres
Drain Length:	2.1 Miles



Municipal Employees' Retirement System of Michigan
1134 Municipal Way • Lansing, MI 48917
800.767.6377
www.mersofmich.com

2023 Officer and Employee Delegate Certification Form

MERS Annual Business Meeting | September 2023

Please print clearly • Scan and attach this file when you register online • Retain a copy for your records

IMPORTANT: If you are not electing/appointing delegates to vote during the MERS Annual Business Meeting, please **DO NOT** submit this form. A **delegate** is **NOT** confirmed to have voting rights until this form has been uploaded with their online registration.

The voting delegate representative must be a MERS member, defined as an **active employee on payroll** who is enrolled in either a MERS Defined Benefit Plan, Defined Contribution Plan or Hybrid Plan.

1. Officer (and alternate) delegate information

The officer delegate (or alternate) shall be a MERS member who holds a department head position or above, exercises management responsibilities, and is directly responsible to the legislative, executive, or judicial branch of government.

Officer Delegate name

Officer Alternate name

Officer delegate and alternate listed above were appointed to serve during the 2023 MERS Annual Business Meeting by official action of the governing body (or chief judge for a participating court) on _____, 2023.

2. Employee (and alternate) delegate information

The employee delegate (or alternate) shall be an employee member who is not responsible for management decisions, receives direction from management and, in general, is not directly responsible to the legislative, executive, or judicial branch of government.

Employee Delegate name

Employee Alternate name

Employee delegate and alternate listed above were elected to serve during the 2023 MERS Annual Business Meeting by secret ballot election conducted by an authorized officer on _____, 2023.

3. Certification

NOTE: Certification should be signed by a member of the governing body or chief administrative officer, or the chief judge for a participating court. **An electronic signature is permissible.**

I certify that the officer delegate and alternate selections are true and correct, and the secret ballot election results for the employee delegate and alternate are true and correct.

Employer/municipality name*

Municipality number*

Email address

Employer address

Employer city

Employer state

Employer zip code

Printed name

Title of authorized authority*

Authorized signature*

Date

* Required field

2

ways to
complete

1. You may complete it electronically (an electronic authorized signature is permissible), then save it and upload it when registering your delegate(s) – OR –
2. You may print it off and complete it, then scan and upload it to your computer for uploading when you register your delegate(s).

EATON COUNTY BOARD OF COMMISSIONERS

AUGUST 16, 2023

**RESOLUTION TO APPROVE INTERGOVERNMENTAL AGREEMENT FOR
POLICE SERVICES – WINDSOR CHARTER TOWNSHIP**

Introduced by the Ways and Means Committee

WHEREAS, Windsor Charter Township is interested in entering into a contract with the County and Sheriff to provide for police services within the Township; and

WHEREAS, the proposed intergovernmental agreement (attached) has been developed to provide assigned patrols within the Township; and

WHEREAS, the Public Safety Committee and Ways and Means Committee have reviewed the attached agreement between the County and Windsor Charter Township for said purpose.

NOW, THEREFORE, BE IT RESOLVED, the Eaton County Board of Commissioners approves the proposed agreement with Windsor Charter Township; and

BE IT FURTHER RESOLVED, the Chairman of the Board of Commissioners is authorized to execute said agreement for the County.

INTER-LOCAL AGREEMENT FOR LOCAL POLICE SERVICES

This Agreement is entered into by and between the Township of Windsor, Michigan ("the Township"), and the Eaton County Sheriff's Office ("ECSO") and the Eaton County Board of Commissioners. The term of this Agreement shall begin on January 1, 2023 and shall continue through its termination date of December 31, 2023.

With approval of the Township and the Eaton County Board of Commissioners, the specific terms of this Agreement are as follows:

1. **Services to be Provided by ECSO.** ECSO shall provide the Township general law enforcement services by Sheriff's Deputies ("Deputies" or "Deputy") including, but not limited to, police patrol services, emergency and non-emergency response services to all dispatch calls, and additional police services, including without limitation the enforcement of applicable state statutes and regulations and Township ordinances (collectively "Law Enforcement Services"). The Law Enforcement Services shall be provided as follows:
 - a. ECSO shall provide the Township with eighty (80) hours of police patrol coverage within the Township per bi-weekly pay period. This patrol coverage shall be performed by a fully sworn, uniformed Deputy specifically assigned to the Township to provide enforcement of the state laws and Township ordinances. These eighty (80) hours shall include travel to and from the Township but not during on-duty court appearances resulting from enforcement actions, scheduled training, or authorized leave granted to any Deputy in accordance with applicable ECSO policies, procedures, and/or employment contracts.
 - b. Except as otherwise expressly provided for in this Agreement, the Deputies shall only perform Law Enforcement Services for the Township during those hours that the Township is being charged, which shall include time spent outside of the Township on follow up investigations related to crimes or other violations committed in the Township. The assigned Deputy, however, may be absent from the Township during assigned hours if the Deputy observes a violation of law, emergency, or situation needing his or her attention outside of the Township. The assigned Deputy may also be absent to provide Mutual Aid, which shall be defined as an instance in which the Deputy is temporarily called to the aid of another community due to an emergency or other exceptional circumstance, or because a the Deputy possesses a special skill or qualification temporarily needed in another community.
2. **Consideration.** In consideration of this Agreement, the Township agrees to pay the County of Eaton the sum of one hundred twenty-three thousand seven hundred seventy-three dollars (\$123,773.00) in accord with the calculation attached as Exhibit A in exchange for the services provided in this Agreement. The Township will pay this sum in quarterly installments.

3. **Cooperation and Enforcement of Township Ordinances.** The Deputy shall be made available to assist the Township in the prosecution of its Ordinances by serving as a witness or otherwise providing reasonable cooperation in connection with the Township's prosecutions. The Township will be responsible for the prosecution and legal costs required in Township ordinance matters, and shall provide the necessary prosecutorial support to adjudicate such cases. The ECSO shall serve as the Township's authorized LEIN agent with respect to judicial proceedings, including the entry of bench warrants into LEIN as ordered in any court proceeding.
4. **Reports.** ECSO will provide the Township a monthly summary report of enforcement action taken by the assigned Deputy in the Township. Individual incident reports shall be provided upon request.
5. **Employment Status of Deputies Assigned to the Township.** Deputies assigned to patrol the Township in accordance with this Agreement shall be considered employees of Eaton County. The Township shall not assign, delegate, subcontract, or otherwise transfer, promise, commit, or lend any of the ECSO's or Deputy's services, duties, or obligations under this Agreement to any other public or private person, corporation, entity, or organization of any kind. Eaton County shall retain responsibility and liability for the activities of Deputies assigned to patrol the Township under this Agreement.
6. **Equipment to be Provided by ECSO.** Except as expressly provided otherwise in this Agreement, ECSO is solely and exclusively responsible for providing Deputies with all tools, automobiles, radios, communications equipment, firearms, and any and all other equipment that the ECSO, in its sole judgment, deems required or beneficial for the completion of any ECSO's duty under the terms of this Agreement. The ECSO shall also be solely and exclusively responsible for any and all Deputies' professional expenses, licenses, uniform or equipment costs, insurance, supplies, etc.
7. **Termination.** Either party may terminate this Agreement by providing ninety (90) days written notice to the other party. In the event of early termination of this Agreement, any sums payable or paid under this Agreement shall be prorated to the date that services are discontinued.
8. **Assignment/Subcontracting.** The parties to this Agreement may not assign, subcontract, or otherwise transfer their duties and/or obligations under this Agreement without express mutual written consent.
9. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Michigan. Any dispute regarding this Agreement shall be brought the Eaton County Circuit Court.

10. **Modification.** This Agreement may not be modified in any manner unless in writing and signed by all Parties.
11. **Entire Agreement.** This document and any attachments hereto- constitute the entire Agreement between the Parties. This Agreement shall be binding under the laws of the State of Michigan.
12. **Certification of Authority.** Those signing this Agreement on behalf of the parties certify that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by the same.

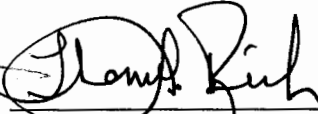
For Windsor Township

For Eaton County Sheriff's Office

For the County of Eaton



Kern Stucter
Windsor Township
Supervisor, Chair



Thomas Reich
Eaton County Sheriff

Jim Mott
Board of Commissioners

Date: 6/15/23

Date: 7/11/2023

Date: _____

8/12/2022

**Windsor Patrol Section
2022/2023 Budget Computation**

Wages	\$	60,233
Fringes	\$	45,963
Supplies	\$	350
Other Supplies & Charges	\$	4,738
Capital Outlay		
Vehicles - Lease	\$	4,471
Equipment	\$	-
Office Equipment	\$	-

Computation of Cost 2022/2023

Total Personnel	\$	106,196
Total Supplies	\$	350
Total Other Services & Charges	\$	4,738
Total Vehicle Lease	\$	4,471
Grand Total	\$	115,755

Support Service Fee	\$	115,755
Computation x 15%	\$	17,363

Subtotal \$ 133,118

Less SEV Credit @ 6.91%	\$	9,345

Total Windsor Township Cost for FY 2022/23 **\$ 123,773**
Annualized

EATON COUNTY BOARD OF COMMISSIONERS

AUGUST 16, 2023

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

CONTROLLER'S OFFICE – 172.00

Increase	Contractual Services	\$ 25,000
Decrease	Wage and Fringes	\$ 25,000

To increase budget for a communications firm contract.

VETERANS – 689.00

Increase	Burial	\$ 6,000
Decrease	Contingency	\$ 6,000

To increase budget for burial benefits for veterans.

EATON COUNTY BOARD OF COMMISSIONERS

AUGUST 16, 2023

**RESOLUTION TO APPROVE 2023-2024 EATON COUNTY PARKS COMMUNITY GRANT
PROGRAM RECOMMENDATIONS**

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County Parks and Recreation Millage was passed by voters on November 8, 2022; and

WHEREAS, a portion of these funds have been set aside for the development of a competitive grant for communities within Eaton County; and

WHEREAS, fifteen grant applications (from eleven communities) were submitted to the Eaton County Parks Department for review by the Grant Program Scoring Committee, and

WHEREAS, the Grant Program Scoring Committee recommends the allocation of available grant funds for eight applications; and

WHEREAS, the Public Works and Planning Committee reviewed the recommended grant awards at its regular meeting held on August 9, 2023; and

WHEREAS, the Public Works and Planning Committee recommended to Ways and Means the program allocation be increased from \$400,000 to \$600,358; and

WHEREAS, the Ways and Means Committee reviewed the recommended grant awards and allocation increase at its regular meeting held on August 11, 2023; and

NOW, THEREFORE BE IT RESOLVED, that the following grant awards be approved for the period of October 1, 2023 through September 30, 2024 and a budget amendment in the amount of \$200,358 be approved to increase the grant allocation amount; and

Grant Applicant	Grant Request	Recommended Grant Funds
<i>City of Grand Ledge</i>	<i>\$212,694</i>	<i>\$212,694</i>
<i>Delta Township</i>	<i>\$150,750</i>	<i>\$150,750</i>
<i>Hamlin Township</i>	<i>\$87,157</i>	<i>\$87,157</i>
<i>City of Potterville</i>	<i>\$65,557</i>	<i>\$65,557</i>
<i>City of Eaton Rapids</i>	<i>\$39,200</i>	<i>\$39,200</i>
<i>Village of Vermontville</i>	<i>\$35,000</i>	<i>\$35,000</i>
<i>City of Charlotte</i>	<i>\$5,000</i>	<i>\$5,000</i>
<i>City of Olivet</i>	<i>\$5,000</i>	<i>\$5,000</i>
TOTAL	<i>\$600,358</i>	<i>\$600,358</i>

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners be authorized to sign the necessary grant agreements; and

BE IT FURTHER RESOLVED, that the Controller's Office is authorized to reimburse the grantees based upon submission of documented expenses that are consistent with the approved grant budget.

Eaton County Payment Report

For the month of August, 2023

Board Payments on 08/16/2023

Organization	Organization Description	# of Payments	Amount to be Paid
General Fund			
101	General Fund	8	53,890.85
101.101.00	Board of Commissioners	3	1,765.33
101.172.00	Controller's Office	2	1,233.33
101.215.00	County Clerk	1	80.83
101.253.00	Treasurer	1	1,162.57
101.257.00	Equalization	1	46.35
101.265.00	Building & Grounds	46	39,424.76
101.281.31	Judicial - Circuit Court	7	2,114.67
101.281.36	Judicial - District Court	6	1,806.01
101.281.48	Judicial - Probate Court	30	3,663.75
101.281.49	Judicial - Juvenile Court	97	21,680.57
101.296.29	Prosecutor	10	1,341.61
101.301.01	Sheriff	36	16,344.98
101.301.03	Sheriff - Delta	48	34,549.57
101.301.43	Sheriff - Animal Control	3	1,396.17
101.301.51	Sheriff - Corrections	28	17,467.22
101.648.00	Medical Examiner	3	25,489.30
101.689.00	Veteran Services	12	1,918.89
101.721.00	Community Development	15	462.55
General Fund Totals		357	225,839.31
208	Parks & Recreation	22	2,238.57
225	Public Improvement	1	19,512.13
226	Computer Fund	11	33,694.73
249	Construction Code	3	758.75
260	Indigent Defense	29	22,102.46
261	Central Dispatch	10	43,962.46
264	Local Corrections Officer Training	1	850.00
265	Drug Law Enforcement - Sheriff	2	133.32
292	Child Care Fund	3	641.80
297	911 Surcharge	3	10,017.54
Total Payments		442	359,751.07

Eaton County Payment Report

For the month of August, 2023

Immediate Payments from 07/01/2023 to 07/31/2023

Organization	Organization Description	# of Payments	Amount Paid
General Fund			
101	General Fund	122	68,201.49
101.172.00	Controller's Office	5	13,252.63
101.215.00	County Clerk	3	625.82
101.215.07	County Clerk - Elections	3	285.98
101.228.00	Technology Services	5	2,762.00
101.253.00	Treasurer	6	422.30
101.257.00	Equalization	4	372.79
101.265.00	Building & Grounds	33	19,733.90
101.281.31	Judicial - Circuit Court	74	13,352.00
101.281.36	Judicial - District Court	6	10,652.63
101.281.41	Judicial - Friend of the Court	2	158.46
101.281.48	Judicial - Probate Court	2	5,660.17
101.281.49	Judicial - Juvenile Court	7	1,806.87
101.281.50	Judicial - Circuit Court Probation	1	20.53
101.296.29	Prosecutor	5	858.25
101.296.32	Prosecutor - Economic Crimes	3	1,175.42
101.296.35	Prosecutor - Crime Victims	1	20.86
101.301.01	Sheriff	15	30,741.34
101.301.03	Sheriff - Delta	9	11,299.83
101.301.43	Sheriff - Animal Control	5	1,095.21
101.301.51	Sheriff - Corrections	24	47,102.13
101.442.00	Drain	4	2,454.79
101.689.00	Veteran Services	1	14.00
101.689.89	Veteran Services Grant	4	444.98
101.711.00	Register of Deeds	1	90.86
101.721.00	Community Development	9	731.21
General Fund Totals		354	233,336.45
208	Parks & Recreation	39	7,708.69
223	Comprehensive Plan	2	3,490.38
225	Public Improvement	1	84,723.40
228	Solid Waste Ordinance	11	50,724.03
236	Community Development Block Grant	3	52,654.25
245	Remonumentation	8	24,437.75
249	Construction Code	7	6,625.05
260	Indigent Defense	6	734.52
261	Central Dispatch	23	17,110.60
263	Concealed Pistol Licenses	2	1,100.00
272	Adult Circuit Drug Court	5	2,525.00

Eaton County Payment Report

For the month of August, 2023

Immediate Payments from 07/01/2023 to 07/31/2023

Organization	Organization Description	# of Payments	Amount Paid
274	Swift & Sure Sanctions	5	323.56
275	Veteran's Court	4	1,044.88
276	Community Corrections	6	5,690.47
277	Residential Substance Abuse Treatment	5	7,906.46
278	Hybrid Sobriety Court	2	760.00
287	Homeland Security	5	13,470.32
290	MDHHS	6	1,684.30
292	Child Care Fund	41	205,839.31
293	Soldiers & Sailors	7	1,050.00
297	911 Surcharge	6	6,727.09
510	Home Tax Exemption Audit	3	474.11
513	Foreclosing Governmental Unit	9	91,603.25
516	Delinquent Tax Revolving	1	500.00
670	Health Insurance	4	2,645.24
677	Workers Compensation	3	23,448.81
679	Life & Disability Insurance	1	2,448.54
680	Dental Insurance	2	2,203.50
690	20X0 Delinquent Tax	2	60,143.45
691	20X1 Delinquent Tax	1	14,021.15
692	20X2 Delinquent Tax	1	1,145.64
701	Trust & Agency	107	154,543.04
704	Trust & Agency - Payroll	19	9,807.34
707	Donations - Youth Facility	1	18.00
720	Donations - Sheriff	2	80.93
721	Library Fund	11	176,375.21
801	Drain	109	1,613,947.68
Total Payments		824	2,883,072.40

Eaton County Payment Report

For the month of August, 2023

Electronic Payments from 07/01/2023 to 07/31/2023

Organization	Organization Description	# of Payments	Amount Paid
General Fund			
101	General Fund	8	6,700.88
101.101.00	Board of Commissioners	1	(427.75)
101.172.00	Controller's Office	1	539.89
101.215.00	County Clerk	2	5.99
101.215.07	County Clerk - Elections	4	113.95
101.228.00	Technology Services	9	3,428.62
101.253.00	Treasurer	3	470.28
101.257.00	Equalization	7	2,654.06
101.265.00	Building & Grounds	11	1,559.56
101.281.31	Judicial - Circuit Court	9	1,836.42
101.281.36	Judicial - District Court	4	194.48
101.281.41	Judicial - Friend of the Court	2	60.00
101.281.48	Judicial - Probate Court	2	877.38
101.281.49	Judicial - Juvenile Court	8	3,583.09
101.296.29	Prosecutor	9	3,991.68
101.296.32	Prosecutor - Economic Crimes	1	1,177.71
101.296.35	Prosecutor - Crime Victims	1	214.85
101.301.01	Sheriff	43	50,480.50
101.301.03	Sheriff - Delta	32	44,751.34
101.301.17	Sheriff - Marine Safety	2	118.05
101.301.43	Sheriff - Animal Control	7	3,205.54
101.301.51	Sheriff - Corrections	20	13,110.71
101.442.00	Drain	11	5,953.15
101.689.00	Veteran Services	7	687.78
General Fund Totals		204	145,288.16
201	Road Commission	6	2,798,591.23
208	Parks & Recreation	40	7,189.86
221	Barry-Eaton Health Department	5	625,119.61
226	Computer Fund	7	1,177.66
228	Solid Waste Ordinance	11	1,521.73
249	Construction Code	7	5,078.68
261	Central Dispatch	27	11,540.03
264	Local Corrections Officer Training	2	(244.99)
273	DWI Sobriety Court	1	35.98
292	Child Care Fund	48	9,912.48
297	911 Surcharge	2	51.96
512	Medical Care Facility	4	1,624,261.13
656	Retirement	1	504,067.29

Eaton County Payment Report
For the month of August, 2023

Electronic Payments from 07/01/2023 to 07/31/2023

Organization	Organization Description	# of Payments	Amount Paid
670	Health Insurance	1	698,652.00
676	Retiree's Health Insurance	4	28,807.74
678	Unemployment	1	2,813.00
679	Life & Disability Insurance	1	2,186.55
691	20X1 Delinquent Tax	1	910.63
701	Trust & Agency	5	355,164.93
704	Trust & Agency - Payroll	57	691,469.62
707	Donations - Youth Facility	3	94.50
851	Drain Debt	3	1,500.00
Total Payments		441	7,515,189.78
Board Payments on 08/16/2023			359,751.07
Immediate Payments from 07/01/2023 to 07/31/2023			2,883,072.40
Electronic Payments from 07/01/2023 to 07/31/2023			7,515,189.78
Employee Payroll - see attached report			1,771,735.83
Total			12,529,749.08

As approved by the Ways and Means Committee on August 11, 2023

Committee Members: Mulder, Rogers, Lautzenheiser, Augustine, Pearl-Wright, and Brehler

EATON COUNTY BOARD OF COMMISSIONERS

AUGUST 16, 2023

**RESOLUTION TO APPROVE YOUTH FACILITY DESIGN BUILD CONTRACT
AMENDMENT**

Introduced by the Ways and Means Committee

WHEREAS, the Eaton County Youth Facility Expansion Design Build Contract was approved on February 15, 2023 with the use of Raise the Age Grant funding from the Michigan Department of Health and Human Services in an amount not to exceed \$690,000 for the development and design; and

WHEREAS, Granger Construction has completed the development and design for the construction of the Youth Facility Expansion Project and has bid the construction project through their RFP process as authorized in the initial design build AIA approved contract; and

WHEREAS, a Design-Build Amendment has been reviewed by Cohl, Stoker & Toskey, P.C.; and

WHEREAS, the Ways and Means Committee reviewed and is recommending the approval of the amendment to the design contract with Granger Construction for an amount not to exceed \$10,100,000 for the expansion to the Youth Facility as indicated in the Design Build Estimate as follows:

Development and Design Build	\$ 690,000
Construction Costs	\$9,273,077
Project Soft Cost including Contingency	<u>\$ 826,923</u>

Total Cost not to exceed \$10,100,000 in Raise the Age grant funding; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approves to amend the contract with Granger Construction for an amount not to exceed \$10,100,000; and,

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

Eaton County
Attn: Chad Powers
1045 Independence Boulevard
Charlotte, MI 48813

August 1, 2023

Re: Design- Build Amendment
Eaton Co. Youth Facility Building Expansion

Dear Mr. Powers,



HEADQUARTERS
6267 Aurelius Rd
Lansing, MI 48911-4230

517.393.1670 P
517.393.1382 F

WEST MICHIGAN
940 Monroe Ave NW, Ste 142
Grand Rapids, MI 49503

616.454.2900 P
616.454.9700 F

SOUTHEAST MICHIGAN
39475 13 Mile Rd, Ste 100
Novi, MI 48377

248.724.2950 P
248.489.5753 F

OHIO
175 S Third St, Ste 200
Columbus, OH 43215

614.705.2280 P

The following is our Design-Build Amendment for the construction of the expansion of the Eaton Co. Youth Facility for your review and approval. This Amendment includes a Stipulated Sum, Contingencies, and a list of the contract documents comprising a list of assumptions and clarifications made during the establishment of this document, a schedule of alternates, a list of allowances included in the cost estimate, and a list of unit prices as identified in the Contract Agreement.

Please do not hesitate to contact me if you have any questions or require any clarification. Granger Construction is excited to continue our relationship with Eaton County, Byce & Associates, Inc, and Securitecture and deliver the construction of this facility to your upmost satisfaction.

Sincerely,

Granger Construction Company

Rob Train
Vice President

DESIGN-BUILD AMENDMENT



Youth Facility Expansion

DESIGN-BUILDER

GRANGER

6267 Aurelius Road
Lansing, MI 48911
517.393.1670

ARCHITECT



306 S Kalamazoo Mall
Kalamazoo, MI 49007
269.381.6170

CONSULTANT



Securitecture

7381 E 209th Street
Noblesville, IN 46062
317.695.6725



GRANGER
ADVANCE THE ART OF BUILDING

TABLE OF CONTENTS



AIA Design-Build Amendment	1
Exhibit A - Design Build Estimate	
Exhibit B - Alternates	
Exhibit D - Schedule	
Exhibit E - Drawings & Specifications	
Exhibit F - Allowances	
Exhibit G - Clarifications & Assumptions	

AIA
DESIGN-BUILD
AMENDMENT

GRANGER
ADVANCE THE ART OF BUILDING



AIA Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 1st day of August in the year 2023 (the "Agreement").
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

Eaton County Youth Facility Building Expansion
Eaton County Youth Services
822 Courthouse Drive
Charlotte, MI 48813

THE OWNER:
(Name, legal status and address)

Eaton County
1045 Independence Boulevard
Charlotte, MI 48813

THE DESIGN-BUILDER:
(Name, legal status and address)

Granger Construction Company 6267 Aurelius Rd.
Lansing, MI 48911

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment, unless otherwise mutually agreed to in advance in writing by and between the parties:

(Check the appropriate box.)

[X Stipulated Sum, in accordance with Section A.1.2 below

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.

- [] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- [] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be nine million two hundred seventy-three thousand seventy-seven dollars (\$9,273,077.), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

Flooring Alternates None

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

Intentionally Deleted. Intentionally Deleted. A.1.3 through A.1.4.3.4 Intentionally Deleted. § A.1.5 Payments

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the 10th day of the month, the Owner shall make payment of the certified amount to the Design-Builder within 30 business days of the Owner's receipt of an invoice from Design-Builder in accordance with Owner's Accounts Payable policies and procedures .

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices, or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy

as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit, or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

A.1.5.3 through A.1.5.4.3 Intentionally Deleted.

(Paragraphs deleted)

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 business days after Owner's receipt of the final invoice and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct

non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within 7 days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than four hundred eleven (411) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work
Building Addition

Substantial Completion Date
9/12/2024

, subject to adjustments of the Contract Time as provided in the Design-Build
(Paragraphs deleted)

Documents or as otherwise mutually agreed to by and between the parties in writing.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Granger	Design Amendment	Build August 1, 2023	Complete

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
	Exhibit E		

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Number	Title	Date
	Exhibit E	

(Paragraphs deleted)

§ A.3.1.4: Intentionally Deleted.

(Paragraphs deleted)

(Table deleted)

Init.

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

Exhibit F

.2 Contingencies

N/A

§ A.3.1.6 Design-Builder's assumptions and clarifications:

Exhibit G

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

N/A

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Zack Elkins

.2 Project Manager

Mark Butler

.3 Others

Project Executive, Rob Train

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors, and suppliers, identified below:

(List name, discipline, address and other information.)

Bycd

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract These costs are outlined herein for information only unless additional payments are agreed upon in writing by and between the parties outside of the Stipulated Sum.

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior written approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior written approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
Project Director	Part time	\$120	Hour
Project Manager	Part Time	\$85	Hour
Superintendent	Full Time	\$85	Hour
Project Engineer	Part Time	\$65	Hour

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation, and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior written approval.

§ A.5.1.2 **Contract Costs.** Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 **Costs of Materials and Equipment Incorporated in the Completed Construction**

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 **Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling, and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior written approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior written approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior written approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use, or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process, or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments, and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees, and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior written approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 Intentionally Deleted.

§ A.5.1.5.9 With the Owner's prior written approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate, or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors, and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)

APPROVED AS TO FORM FOR COUNTY OF EATON:
COHL, STOKER & TOSKEY, P.C.
By: Courtney A. Gabbara
On: August 11, 2023

C:\windows\TEMP\tmpB6AA.tmp

**EXHIBIT A - DESIGN
BUILD ESTIMATE**



PROJECT COST REPORT
EATON COUNTY YOUTH FACILITY EXPANSION
AUG. 1, 2023



CM STAFFING & GENERAL CONDITIONS

DIV.	SCOPE DESCRIPTION	CONTRACTOR	CONTRACT	DIV. TOTAL
01	PRECONSTRUCTION STAGE COMPENSATION		\$ 690,000	\$ 690,000
	PRECONSTRUCTION SERVICES	GRANGER	\$ 147,420	\$ 147,420
	PRECONSTRUCTION DESIGN SERVICES	BYCE ASSOCIATES	\$ 542,580	\$ 542,580
				\$ -
01	CONSTRUCTION STAGE COMPENSATION		\$ 352,259	\$ 352,259
	CONSTRUCTION STAFFING	GRANGER	\$ 266,399	\$ 266,399
	CM GENERAL CONDITIONS		\$ 85,860	\$ 85,860
				\$ -
01	CONSTRUCTION GENERAL REQUIREMENTS		\$ 246,580	\$ 246,580
	GENERAL REQUIREMENTS	GRANGER	\$ 246,580	\$ 246,580
				\$ -

CONSTRUCTION COSTS

DIV.	SCOPE DESCRIPTION	CONTRACTOR	AMOUNT	DIV. TOTAL
	CONSTRUCTION COSTS		\$ 7,350,354	\$ 7,350,354
	03-01: CONCRETE	Choice Concrete	\$ 247,770	\$ 247,770
	03-02: PRECAST CONCRETE	Fabcon	\$ 1,309,750	\$ 1,309,750
	04-01: MASONRY COMPLETE	Davenport	\$ 398,950	\$ 398,950
	05-01: STRUCTURAL & MISCELLANEOUS STEEL	Builders Iron	\$ 72,955	\$ 72,955
	06-01: GENERAL TRADES	Granger	\$ 446,000	\$ 446,000
	07-01: ROOFING & SHEET METAL	D7BCI	\$ 348,400	\$ 348,400
	07-02: WATERPROOFING & JOINT SEALANTS	CJ's Coatings & Sealants	\$ 94,979	\$ 94,979
	08-01: ALUMINUM OPENINGS & GLAZING	Lansing Glass	\$ 17,410	\$ 17,410
	09-01: METAL WALL FRAMING, DRYWALL, & ACOUSTICAL CEILINGS	Sobie Company	\$ 75,405	\$ 75,405
	09-02: FLOORING	Superior Floor Coverings	\$ 131,776	\$ 131,776
	09-03: PAINTING	Niles Construction	\$ 92,278	\$ 92,278
	11-01: DETENTION EQUIPMENT	Pauly Jail	\$ 996,417	\$ 996,417
	21-01: FIRE SUPPRESSION	Total Fire Protection	\$ 68,700	\$ 68,700
	23-01: PLUMBING & MECHANICAL	Positive Trades Group	\$ 1,179,729	\$ 1,179,729
	26-01: ELECTRICAL	Centennial Electric	\$ 983,100	\$ 983,100
	27-01: INFORMATION TECHNOLOGY SYSTEMS	Centennial Electric	\$ 108,300	\$ 108,300
	28-01: SECURITY ELECTRONICS	Accurate Controls	\$ 255,500	\$ 255,500
	31-01: SITEWORK & UTILITIES	Precise Const Contracting	\$ 259,777	\$ 259,777
	UNSUITABLE SOIL ALLOWANCE	GRANGER	\$ 50,000	\$ 50,000
	32-01: ASPHALT PAVING	Capital Asphalt	\$ 12,400	\$ 12,400
	DESIGN-BUILD CONTINGENCY	GRANGER	\$ 200,758	\$ 200,758

CONSTRUCTION SOFT COSTS				
DIV.	SCOPE DESCRIPTION	CONTRACTOR	CONTRACT	DIV. TOTAL
	CONSTRUCTION SOFT COSTS		\$ 633,883	\$ 633,883
	CONSTRUCTION PHASE A/E/SERVICES	BYCE ASSOCIATES	\$ 62,164	\$ 62,164
	GENERAL LIABILITY INSURANCES	GRANGER	\$ 60,909	\$ 60,909
	BUILDERS RISK INSURANCE	GRANGER	\$ 21,906	\$ 21,906
	PERFORMANCE & PAYMENT BOND	GRANGER	\$ 74,665	\$ 74,665
	SUB DEFAULT RISK	GRANGER	\$ 57,582	\$ 57,582
	DESIGN BUILD FEE	GRANGER	\$ 356,657	\$ 356,657
DESIGN BUILD TOTALS				
			TOTAL	
	DESIGN BUILD TOTAL		\$ 9,273,077	\$ 9,273,077
EATON COUNTY OWNER COSTS				
DIV.	SCOPE DESCRIPTION	CONTRACTOR	CONTRACT	DIV. TOTAL
	PROJECT SOFT COSTS		\$ 826,923	\$ 826,923
	PROJECT CONTINGENCY	EATON COUNTY	\$ 370,923	\$ 370,923
	SITE INVESTIGATION	EATON COUNTY	\$ 13,500	\$ 13,500
	CONSULTING COSTS	EATON COUNTY	\$ 145,000	\$ 145,000
	LEGAL & FINANCIAL COSTS	EATON COUNTY	\$ 50,000	\$ 50,000
	INTERNAL COUNTY COSTS	EATON COUNTY	\$ 10,000	\$ 10,000
	FURNITURE, FIXTURES & EQUIPMENT COSTS	EATON COUNTY	\$ 237,500	\$ 237,500
TOTAL PROJECT COSTS				
			TOTAL	
	TOTAL PROJECT COSTS		\$ 10,100,000	\$ 10,100,000

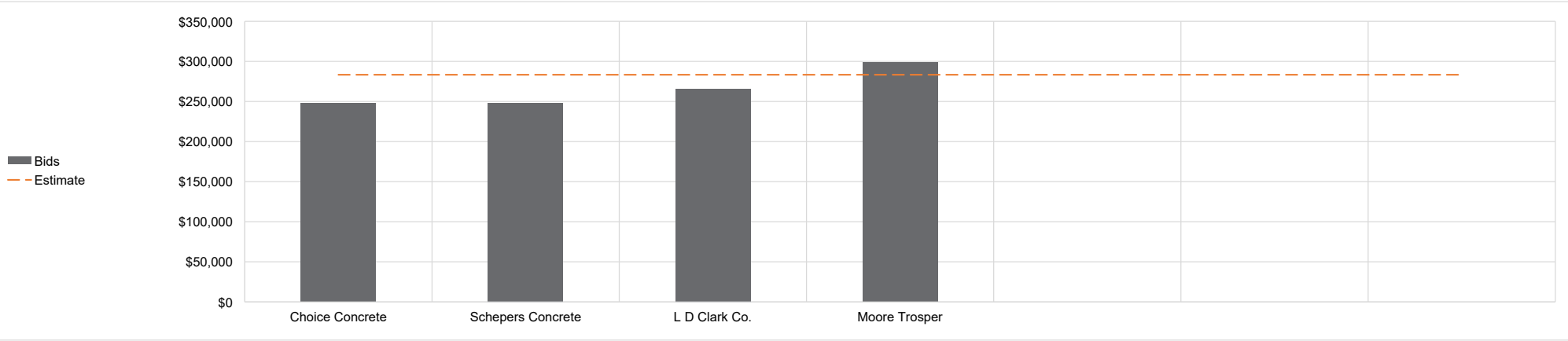


Eaton County Youth Facility Expansion

03-01: CONCRETE
7/21/2023

ESTIMATE	\$283,368.00
LOW BID	\$247,770
VARIANCE	-\$35,598.00
VARIANCE %	-13%

	Choice Concrete	Schepers Concrete	L D Clark Co.	Moore Trosper			
BASE BID	\$247,770	\$248,335	\$265,975	\$298,700			
BOND INFORMATION							
P&P BOND COST	\$2,210	\$1,350	\$4,750	\$2,400			
P&P BOND %	0.90%	0.50%	0.00%	1.00%			
ADDENDA							
1	Yes	Yes	Yes	Yes			
2	Yes	Yes	Yes	Yes			
BASE BID + ALTERNATES TOTAL :	\$247,770	\$248,335	\$265,975	\$298,700	\$0	\$0	\$0



Eaton County Youth Facility Expansion

03-02: PRECAST CONCRETE
7/21/2023

ESTIMATE	\$1,139,890.00
LOW BID	\$1,309,750
VARIANCE	\$169,860.00
VARIANCE %	15%

	Fabcon	International Precast Solutions					
--	--------	---------------------------------	--	--	--	--	--

BASE BID	\$1,304,750	\$1,455,000					
-----------------	-------------	-------------	--	--	--	--	--

BOND INFORMATION

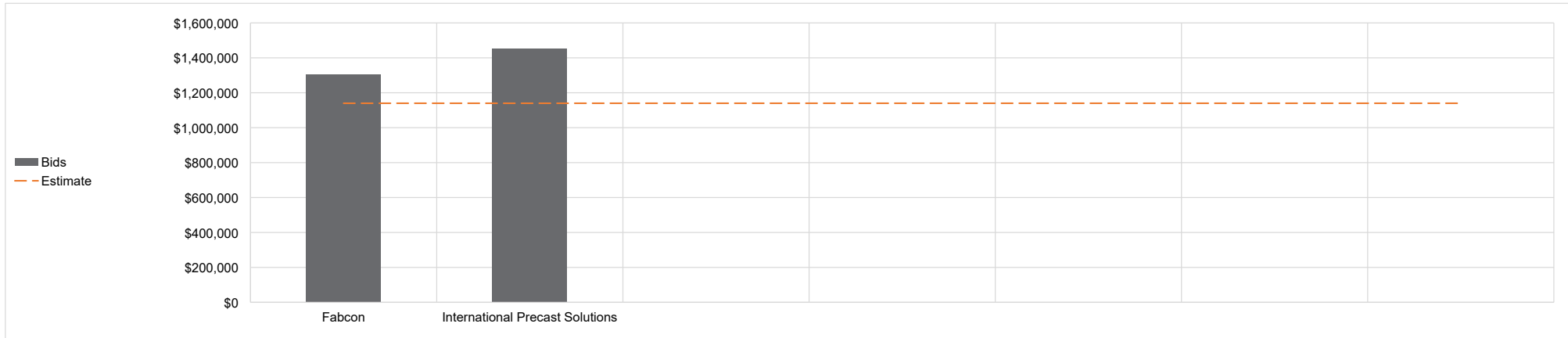
P&P BOND COST	\$18,105	\$19,000					
P&P BOND %	1%	2%					

VOLUNTARY ALTERNATES

DEDUCT FOR FORMLINER ONLY IN LIEU OF BRICK/BLOCK	☐	(\$84,750)					
Add for Conduits (\$500 per)	☒	\$5,000					
ADD FOR POWER WASH - IF NEEDED		\$11,000					
Using concrete ledge to support HC instead of continuous angle	☐		(\$90,000)				
Using Continuous erection Mob	☐		(\$15,000)				
VOLUNTARY ALTERNATES TOTAL:		\$5,000	\$0	\$0	\$0	\$0	\$0

ADDENDA

1	Yes	Yes					
2	Yes	Yes					
BASE BID + ALTERNATES TOTAL :	\$1,309,750	\$1,455,000	\$0	\$0	\$0	\$0	\$0

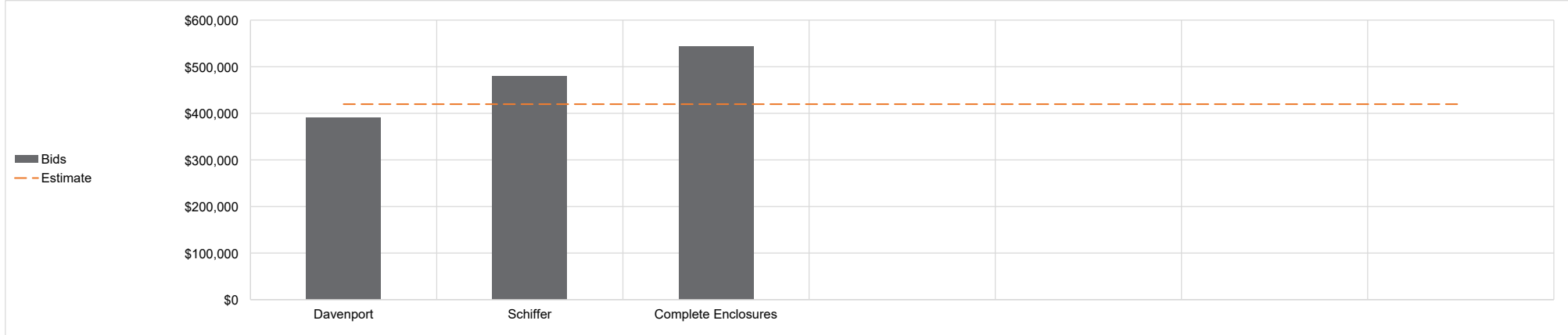


Eaton County Youth Facility Expansion

04-01: MASONRY COMPLETE
7/21/2023

ESTIMATE	\$419,585.00
LOW BID	\$398,950
VARIANCE	-\$20,635.00
VARIANCE %	-5%

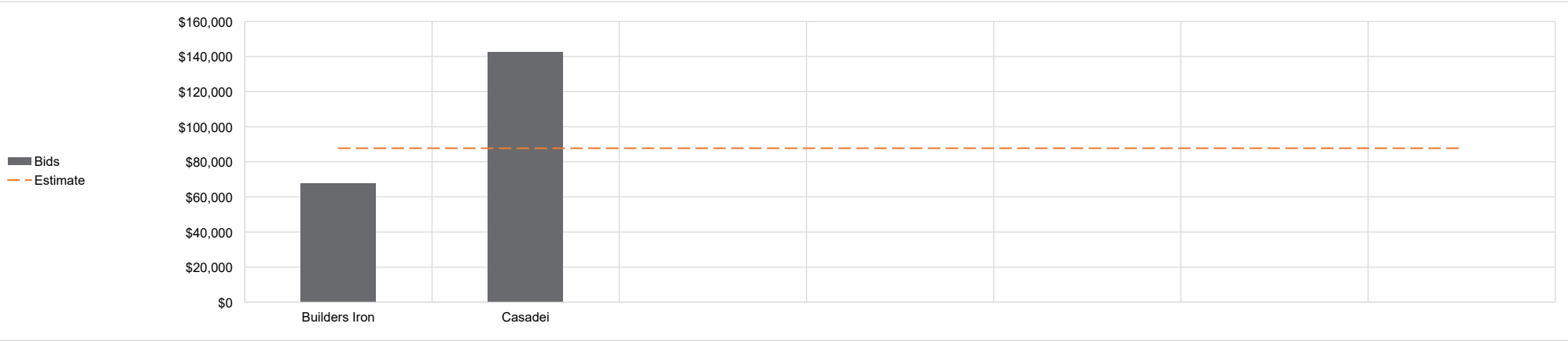
	Davenport	Schiffer	Complete Enclosures				
BASE BID	\$391,450	\$479,000	\$543,025				
BOND INFORMATION							
P&P BOND COST	\$3,000	\$4,700	\$5,680				
P&P BOND %	10%	1%	3%				
VOLUNTARY ALTERNATES							
Approval to use High Lift Grout	☐						
Monthly Heating Allowance (2,500/month)	☐						
VOLUNTARY ALTERNATES TOTAL:	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0
ADDENDA							
1	Yes	Yes	Yes				
2	Yes	Yes	Yes				
BASE BID + ALTERNATES TOTAL :	\$398,950	\$479,000	\$543,025	\$0	\$0	\$0	\$0





Eaton County Youth Facility Expansion						ESTIMATE	\$87,736.00
05-01: STRUCTURAL & MISCELLANEOUS STEEL						LOW BID	\$72,955
7/21/2023						VARIANCE	-\$14,781.00
						VARIANCE %	-17%

		Builders Iron	Casadei					
BASE BID		\$67,955	\$142,665					
BOND INFORMATION								
P&P BOND COST		\$530	\$1,438					
P&P BOND %		0%	10%					
VOLUNTARY ALTERNATES								
Missed Ladders (2 at \$2500 each)		\$5,000						
VOLUNTARY ALTERNATES TOTAL:		\$5,000	\$0	\$0	\$0	\$0	\$0	\$0
ADDENDA								
1		Yes	Yes					
2		Yes	Yes					
BASE BID + ALTERNATES TOTAL :		\$72,955	\$142,665	\$0	\$0	\$0	\$0	\$0



Eaton County Youth Facility Expansion

06-01: GENERAL TRADES
7/21/2023

ESTIMATE	\$407,370.00
LOW BID	\$439,000
VARIANCE	\$31,630.00
VARIANCE %	8%

	Granger	Trumble Group	Clark				
--	---------	---------------	-------	--	--	--	--

BASE BID	\$434,000	non-responsive	\$439,000				
----------	-----------	----------------	-----------	--	--	--	--

PENDING POST-BID REVIEW

BOND INFORMATION

P&P BOND COST	\$3,500	\$4,000	\$4,400				
P&P BOND %	1%	1%	1%				

VOLUNTARY ALTERNATES

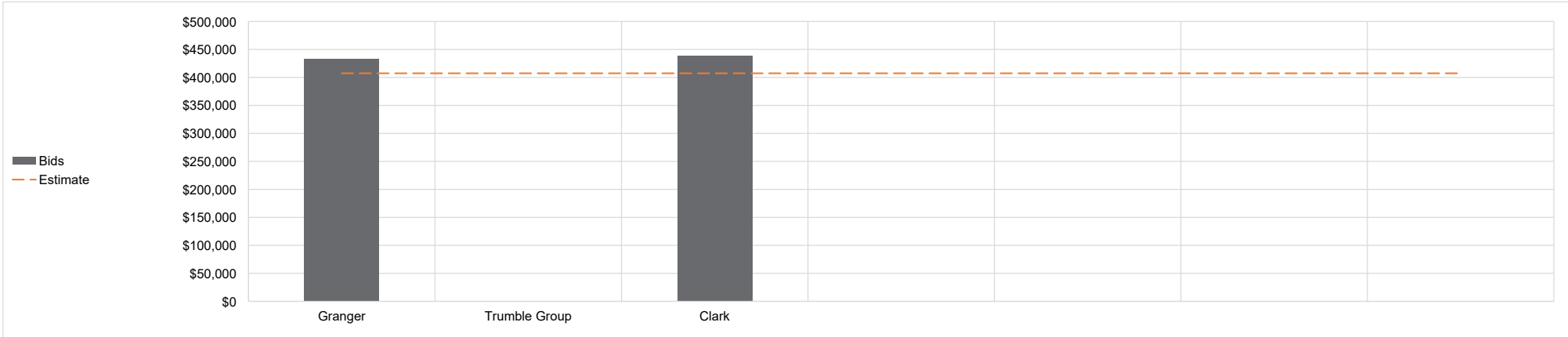
Basket Ball Court Paint	☒	\$1,000					
Paint Fence Brackets	☒	\$1,000					
Fire Supression Cover Plates	☒	\$10,000					

VOLUNTARY ALTERNATES TOTAL:	\$12,000	\$0	\$0	\$0	\$0	\$0	\$0
-----------------------------	----------	-----	-----	-----	-----	-----	-----

ADDENDA

1	Yes	Yes	Yes				
2	Yes	Yes	Yes				

BASE BID + ALTERNATES TOTAL :	\$446,000	\$0	\$439,000	\$0	\$0	\$0	\$0
-------------------------------	-----------	-----	-----------	-----	-----	-----	-----



Eaton County Youth Facility Expansion

07-01: ROOFING & SHEET METAL

7/21/2023

ESTIMATE	\$325,508.00
LOW BID	\$348,400
VARIANCE	\$22,892.00
VARIANCE %	7%

	D7BCI	Versatile Roofing	Advanced Roofing	Quality Roofing			
--	-------	-------------------	------------------	-----------------	--	--	--

BASE BID	\$348,400	\$359,900	\$410,000	\$429,600			
-----------------	-----------	-----------	-----------	-----------	--	--	--

BOND INFORMATION

P&P BOND COST	\$2,024	\$2,880	\$3,605	\$2,500			
P&P BOND %	60%	10%	0%	0%			

VOLUNTARY ALTERNATES

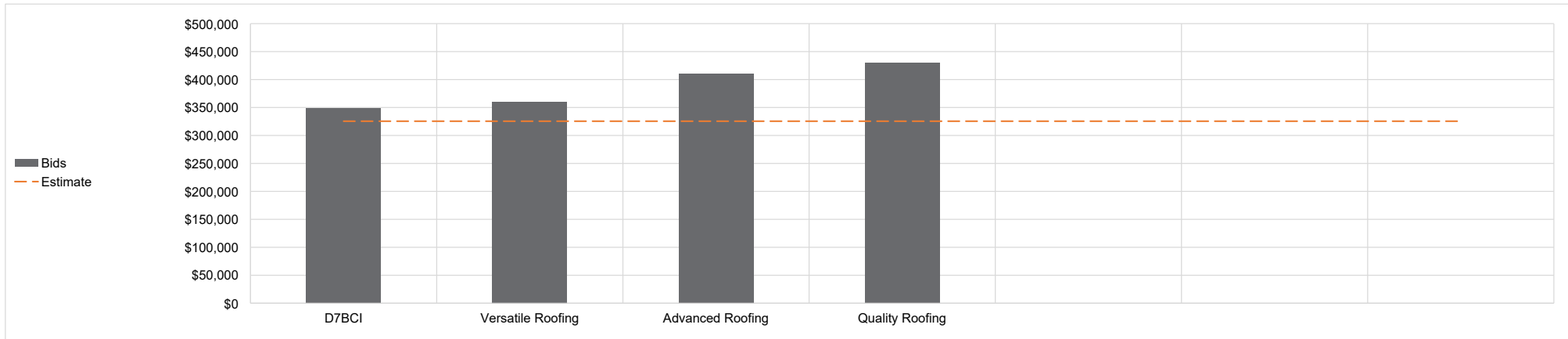
Winter Install - see proposal for more details (mechanical Fasteners)	☐		(\$72,000)				
Mechanically fastened 60-mil TPO roof with 20 year warranty.	☐			(\$55,000)			

VOLUNTARY ALTERNATES TOTAL:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
------------------------------------	-----	-----	-----	-----	-----	-----	-----

ADDENDA

1	Yes	Yes	Yes	No			
2	Yes	Yes	Yes	No			

BASE BID + ALTERNATES TOTAL :	\$348,400	\$359,900	\$410,000	\$429,600	\$0	\$0	\$0
--------------------------------------	------------------	------------------	------------------	------------------	------------	------------	------------



Eaton County Youth Facility Expansion

07-02: WATERPROOFING & JOINT SEALANTS

7/21/2023

ESTIMATE	\$59,078.00
LOW BID	\$94,979
VARIANCE	\$35,901.00
VARIANCE %	61%

	CJ's Coatings & Sealants	Industrial Services Inc.	RAM Construction Services	D.C. Byers			
--	--------------------------	--------------------------	---------------------------	------------	--	--	--

BASE BID	\$94,979	\$106,010	\$130,429	\$145,000			
-----------------	----------	-----------	-----------	-----------	--	--	--

BOND INFORMATION

P&P BOND COST	\$855	\$2,590	\$1,957	\$1,875			
P&P BOND %	5%	5%	2%	2%			

VOLUNTARY ALTERNATES

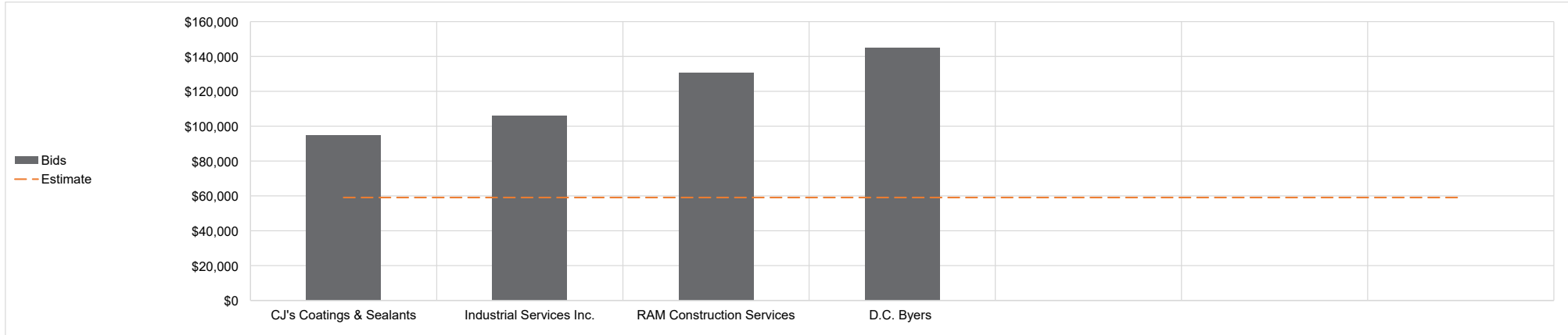
Waterproofing at exterior perimeter of building	☐		\$7,865				
Waterproofing at new to existing foundation wall	☐		\$3,193				
Joint sealant at head of precast walls to metal wrap	☐		\$6,676				

VOLUNTARY ALTERNATES TOTAL:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
------------------------------------	-----	-----	-----	-----	-----	-----	-----

ADDENDA

1	Yes	Yes	Yes	Yes			
2	Yes	Yes	Yes	Yes			

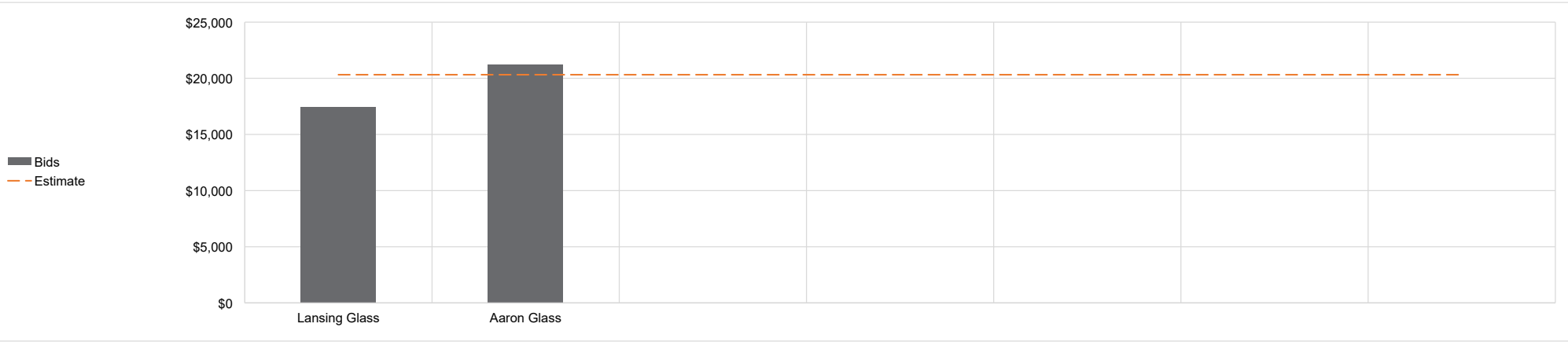
BASE BID + ALTERNATES TOTAL :	\$94,979	\$106,010	\$130,429	\$145,000	\$0	\$0	\$0
--------------------------------------	-----------------	------------------	------------------	------------------	------------	------------	------------





Eaton County Youth Facility Expansion						ESTIMATE	\$20,318.00
08-01: ALUMINUM OPENINGS & GLAZING						LOW BID	\$17,410
7/21/2023						VARIANCE	-\$2,908.00
						VARIANCE %	-14%

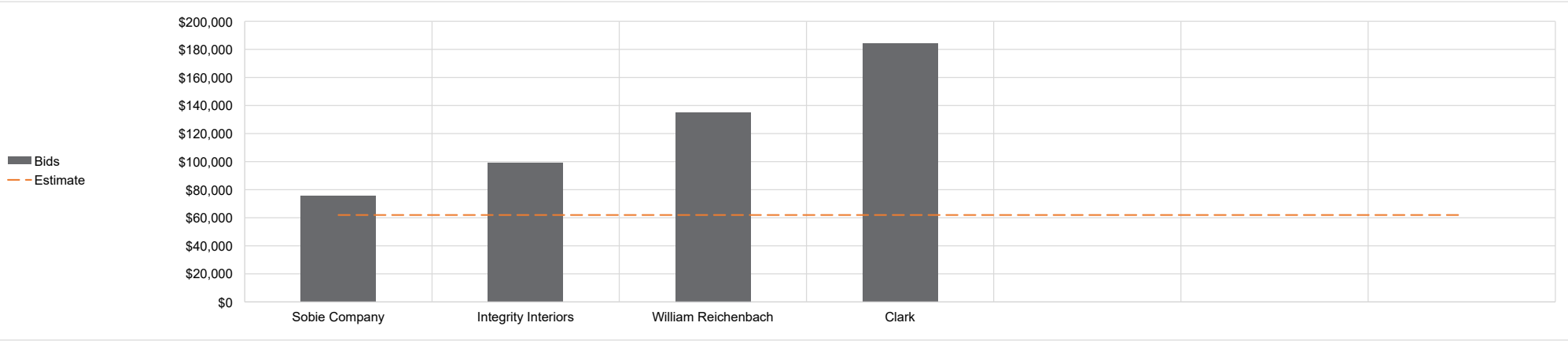
	Lansing Glass	Aaron Glass					
BASE BID	\$17,410	\$21,200					
BOND INFORMATION							
P&P BOND COST	\$0	\$250					
P&P BOND %	0%	2%					
ADDENDA							
1	Yes	Yes					
2	Yes	Yes					
BASE BID + ALTERNATES TOTAL :	\$17,410	\$21,200	\$0	\$0	\$0	\$0	\$0





Eaton County Youth Facility Expansion						ESTIMATE	\$61,955.00
09-01: METAL WALL FRAMING, DRYWALL, & ACOUSTICAL CEILINGS						LOW BID	\$75,405
<BID DATE>						VARIANCE	\$13,450.00
						VARIANCE %	22%

	Sobie Company	Integrity Interiors	William Reichenbach	Clark			
BASE BID	\$75,405	\$98,870	\$135,000	\$184,000			
BOND INFORMATION							
P&P BOND COST	\$675	\$1,334	\$1,400	\$1,800			
P&P BOND %	1%	1.35%	1%	1%			
ADDENDA							
1	Yes	Yes	Yes	Yes			
2	Yes	Yes	Yes	Yes			
BASE BID + ALTERNATES TOTAL :	\$75,405	\$98,870	\$135,000	\$184,000	\$0	\$0	\$0



Eaton County Youth Facility Expansion

09-02: FLOORING

7/21/2023

ESTIMATE	\$121,192.00
LOW BID	\$131,776
VARIANCE	\$10,583.72
VARIANCE %	9%

	Superior Floor Coverings	William Reichenbach	C&I Building Maintenance				
--	--------------------------	---------------------	--------------------------	--	--	--	--

BASE BID	\$117,400	\$165,900	\$292,077				
-----------------	-----------	-----------	-----------	--	--	--	--

BOND INFORMATION

P&P BOND COST	\$1,052	\$1,660	\$4,675				
P&P BOND %	1.5%	1%	0%				

REQUIRED ALTERNATES

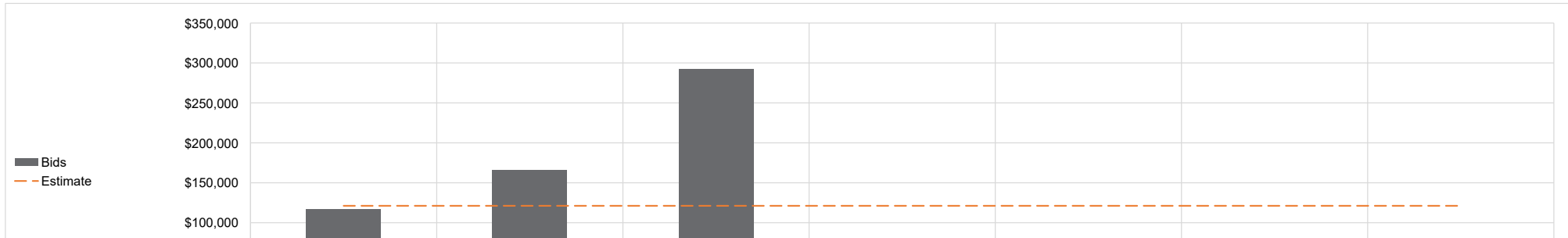
CPT-1 to be changed to J&J Kinetix Carpet Tile installed where CPT-1 is indicated on drawings.	☐	\$5,780	\$7,440	\$0			
SP-1 to be Sports Flooring - Poured System from Action Floor Systems in action Herculan S 10+4 System where VCT-3 is indicated on drawings. Located in Gym 146 ONLY.	☐	\$30,730	\$38,075	\$0			
REQUIRED ALTERNATES TOTAL:		\$0	\$0	\$0	\$0	\$0	\$0

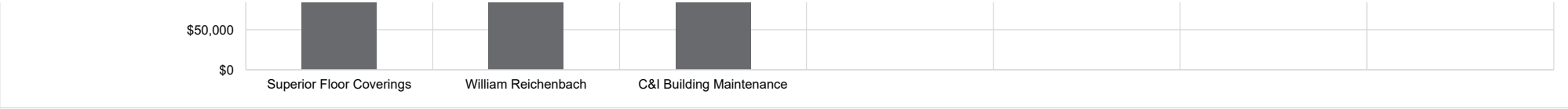
VOLUNTARY ALTERNATES

Dur-A-Chip epoxy in lieu of DecccFloor epoxy Deduct below from base bid	☐	(\$10,590)					
Tarkett OminSports floor in Lieu of VCT add to base bid	☐	\$16,880					
Waterproofing - ADD		\$14,376	\$6,000				
VOLUNTARY ALTERNATES TOTAL:		\$14,376	\$6,000	\$0	\$0	\$0	\$0

ADDENDA

1	Yes	Yes	Yes				
2	Yes	Yes	Yes				
BASE BID + ALTERNATES TOTAL :	\$131,776	\$171,900	\$292,077	\$0	\$0	\$0	\$0





Eaton County Youth Facility Expansion

09-03: PAINTING
7/21/2023

ESTIMATE	\$104,988.00
Low Bid	\$92,278
VARIANCE	-\$12,710.00
VARIANCE %	-12%

	Vork Brothers Painting	Niles Construction Services	H&H Painting	B&J Painting			
--	------------------------	-----------------------------	--------------	--------------	--	--	--

BASE BID	non-responsive	\$90,002	\$111,637	\$147,092			
-----------------	----------------	----------	-----------	-----------	--	--	--

BOND INFORMATION

P&P BOND COST	\$0	\$1,100	\$1,396	\$0			
P&P BOND %	0%	1.5%	1.5%	1.44%			

VOLUNTARY ALTERNATES

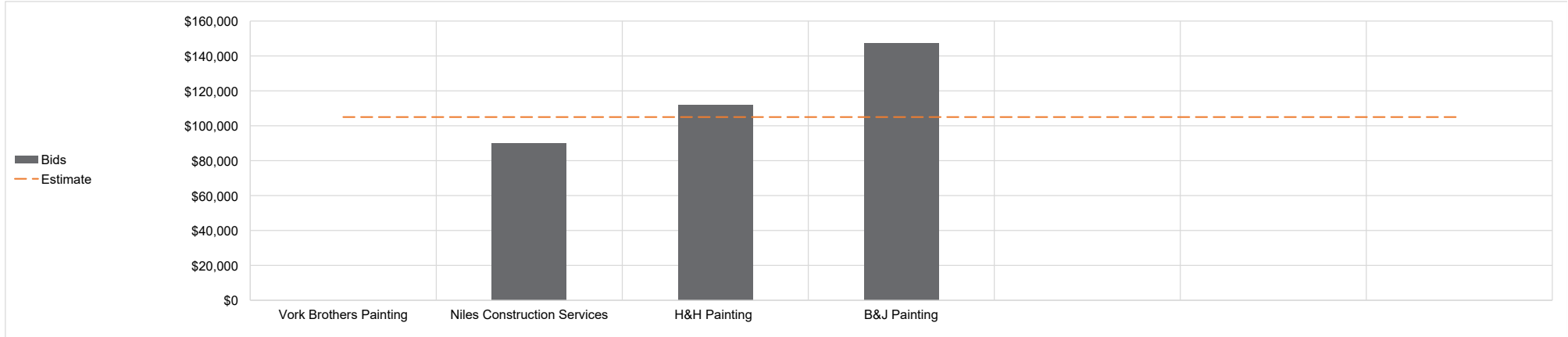
Catalyzed 2 part epoxy	☒	\$2,276	\$0	\$0			
<Description>	☐	<Amount>					
<Description>	☐	<Amount>					

VOLUNTARY ALTERNATES TOTAL:	\$0	\$2,276	\$0	\$0	\$0	\$0	\$0
------------------------------------	-----	---------	-----	-----	-----	-----	-----

ADDENDA

1	Yes	Yes	Yes	Yes			
2	Yes	Yes	Yes	Yes			

BASE BID + ALTERNATES TOTAL :	\$0	\$92,278	\$111,637	\$147,092	\$0	\$0	\$0
--------------------------------------	------------	-----------------	------------------	------------------	------------	------------	------------



Eaton County Youth Facility Expansion

11-01: DETENTION EQUIPMENT
7/21/2023

ESTIMATE	\$1,265,930.00
LOW BID	\$996,417
VARIANCE	-\$269,513.00
VARIANCE %	-21%

Pauly Jail

BASE BID

\$1,092,000

BOND INFORMATION

P&P BOND COST

\$13,650

P&P BOND %

0%

VOLUNTARY ALTERNATES

Pauly carried security ceilings/wall panels despite this being on 09-01 and 06-01. Deduct to exclude - pulled from bid breakdown

(\$95,583)

VOLUNTARY ALTERNATES TOTAL:

(\$95,583)

\$0

\$0

\$0

\$0

\$0

\$0

ADDENDA

1

Yes

2

Yes

BASE BID + ALTERNATES TOTAL :

\$996,417

\$0

\$0

\$0

\$0

\$0

\$0

\$1,300,000

\$1,250,000

\$1,200,000

\$1,150,000

\$1,100,000

\$1,050,000

\$1,000,000

Bids

Estimate

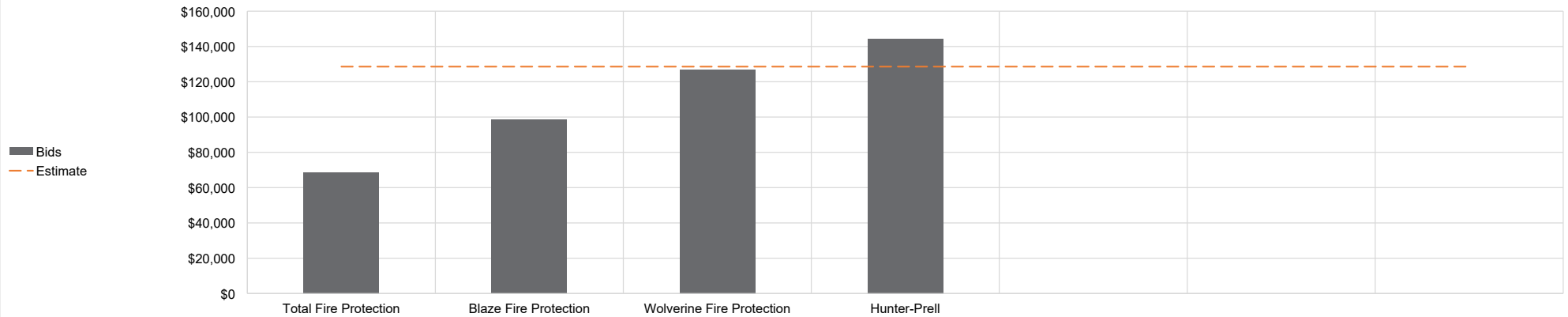
Pauly Jail

Eaton County Youth Facility Expansion

21-01: FIRE SUPPRESSION
7/21/2023

ESTIMATE	\$128,578.00
LOW BID	\$68,700
VARIANCE	-\$59,878.00
VARIANCE %	-47%

	Total Fire Protection	Blaze Fire Protection	Wolverine Fire Protection	Hunter-Prell			
BASE BID	\$68,700	\$98,400	\$126,850	\$144,480			
BOND INFORMATION							
P&P BOND COST	\$745	\$3,000	\$1,800	\$1,445			
P&P BOND %	15%	3%	0%	1%			
ADDENDA							
1	Yes	Yes	Yes	Yes			
2	No	Yes	Yes	Yes			
BASE BID + ALTERNATES TOTAL :	\$68,700	\$98,400	\$126,850	\$144,480	\$0	\$0	\$0



Eaton County Youth Facility Expansion

23-01: PLUMBING & MECHANICAL

7/21/2023

ESTIMATE	\$1,514,269.00
LOW BID	\$1,179,729
VARIANCE	-\$334,540.00
VARIANCE %	-22%

	Positive Trades Group	Mall City Mechanical	Johnson & Wood	Gunthorpe			
--	-----------------------	----------------------	----------------	-----------	--	--	--

BASE BID	\$1,179,729	\$1,458,000	\$1,583,639	\$1,772,000			
-----------------	-------------	-------------	-------------	-------------	--	--	--

BOND INFORMATION

P&P BOND COST	\$13,129	\$13,262	\$15,700	\$15,241			
P&P BOND %	0%	1%	1%	1%			

VOLUNTARY ALTERNATES

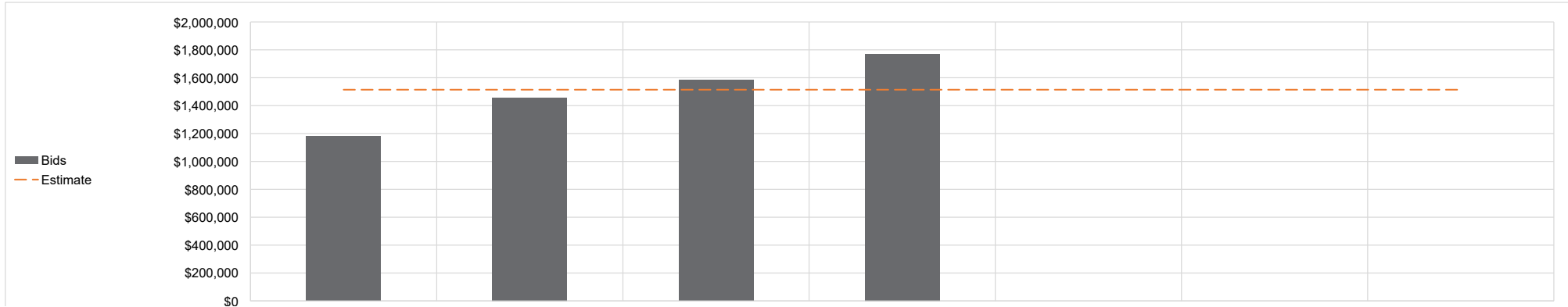
JCI (1) MODbus Generator integration	☐	\$8,617					
Provide the necessary control devices as shown in Byce specifications to meet the intent of the remarks as shown in specification section 230993, 3.4-) JCI to integrate with generator mfr furnished BACnet communication interface module• Provide a BACnet MSTP communication busClarifications-) Does not include generator BACnet MSTP communication interface module per 263213.16 – 7, 2.6, F	☐		\$9,600				

VOLUNTARY ALTERNATES TOTAL:	\$0	\$0	\$0	\$0	\$0	\$0	\$0
------------------------------------	-----	-----	-----	-----	-----	-----	-----

ADDENDA

1	Yes	Yes	Yes	Yes			
2	Yes	Yes	Yes	Yes			

BASE BID + ALTERNATES TOTAL :	\$1,179,729	\$1,458,000	\$1,583,639	\$1,772,000	\$0	\$0	\$0
--------------------------------------	--------------------	--------------------	--------------------	--------------------	------------	------------	------------



Eaton County Youth Facility Expansion

26-01: ELECTRICAL
7/21/2023

ESTIMATE	\$547,248.00
LOW BID	\$983,100
VARIANCE	\$435,852.00
VARIANCE %	80%

	Centennial Electric	Superior Electric of Lansing					
--	---------------------	------------------------------	--	--	--	--	--

BASE BID	\$958,100	\$998,000					
-----------------	-----------	-----------	--	--	--	--	--

BOND INFORMATION

P&P BOND COST	\$7,900	\$9,000					
P&P BOND %	0.63%	1%					

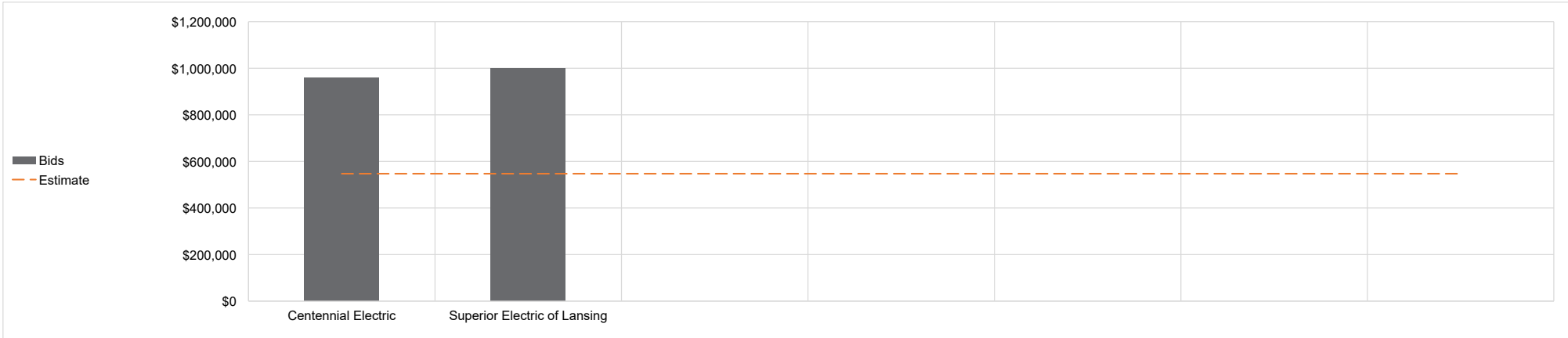
VOLUNTARY ALTERNATES

Tempary Generator Relocation	☐	\$25,000					
------------------------------	--------------------------	----------	--	--	--	--	--

ADDENDA

1	Yes	Yes					
2	Yes	Yes					
<Description>	<Answer>						
<Description>	<Answer>						
<Description>	<Answer>						
<Description>	<Answer>						

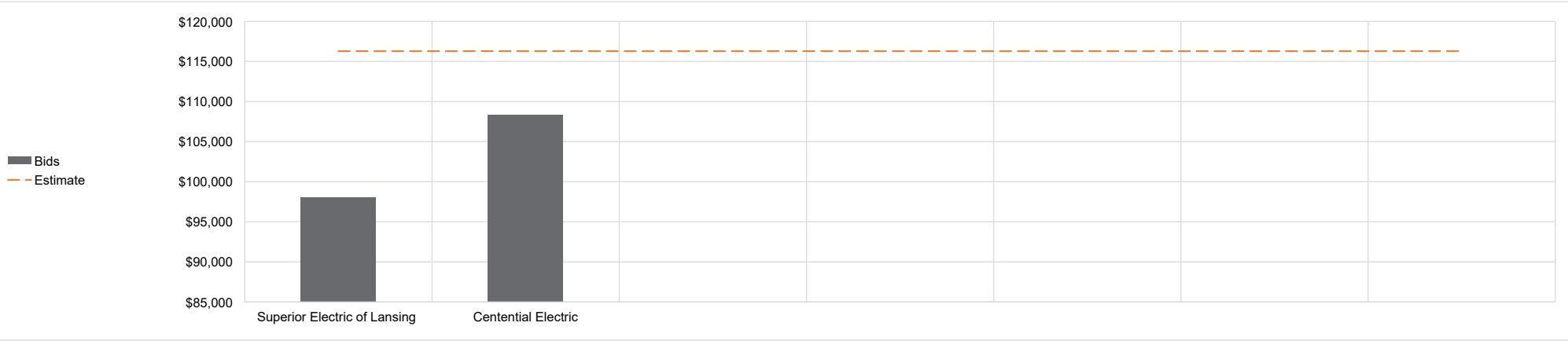
BASE BID + ALTERNATES TOTAL :	\$983,100	\$998,000	\$0	\$0	\$0	\$0	\$0
--------------------------------------	------------------	------------------	------------	------------	------------	------------	------------





Eaton County Youth Facility Expansion						ESTIMATE	\$116,280.00
27-01: INFORMATION TECHNOLOGY SYSTEMS						Rec Bid	\$108,300
7/21/2023						VARIANCE	-\$7,980.00
						VARIANCE %	-7%

	Superior Electric of Lansing	Centential Electric					
BASE BID	\$98,000	\$108,300					
BOND INFORMATION							
P&P BOND COST	\$980	\$980					
P&P BOND %	1%	0.9%					
ADDENDA							
1	Yes	Yes					
2	Yes	Yes					
BASE BID + ALTERNATES TOTAL :	\$98,000	\$108,300	\$0	\$0	\$0	\$0	\$0



Eaton County Youth Facility Expansion

28-01: SECURITY ELECTRONICS

7/21/2023

ESTIMATE	\$332,104.00
LOW BID	\$255,500
VARIANCE	-\$76,604.00
VARIANCE %	-23%

Accurate Controls

BASE BID

\$255,500

BOND INFORMATION

P&P BOND COST

\$3,154

P&P BOND %

1.25%

VOLUNTARY ALTERNATES

☐

Cost add to have Eaton Co. existing card access system provider provide, commission and support Keri Systems card access system.

☐

\$8,100

Security Electronics integration with lighting

Head End drawings (will affect 26-01 numbers)

VOLUNTARY ALTERNATES TOTAL:

\$0

\$0

\$0

\$0

\$0

\$0

\$0

ADDENDA

1

Yes

2

Yes

BASE BID + ALTERNATES TOTAL :

\$255,500

\$0

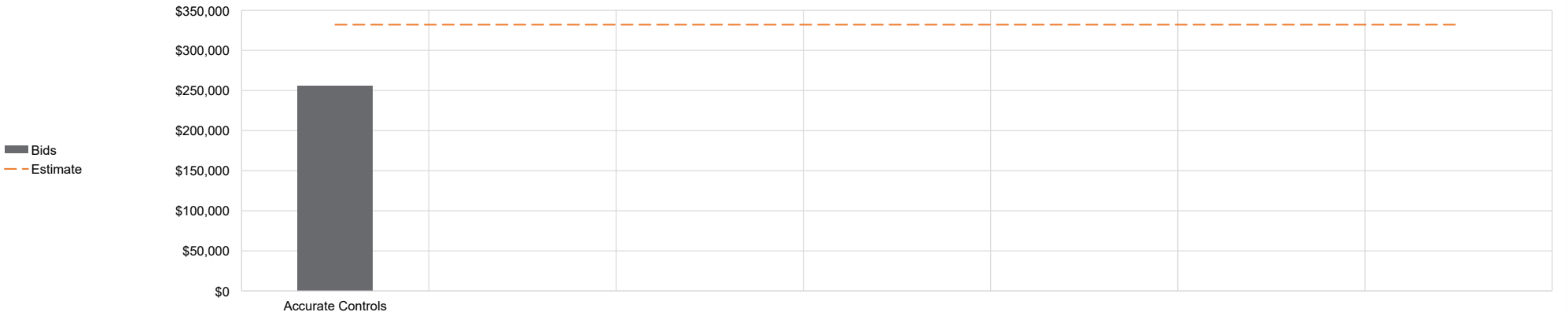
\$0

\$0

\$0

\$0

\$0



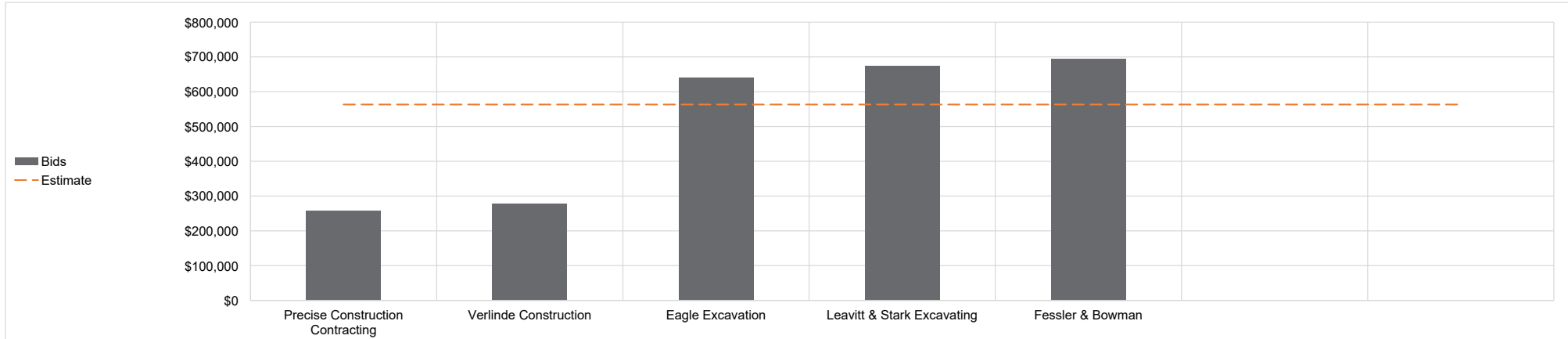
Eaton County Youth Facility Expansion

31-01: SITEWORK & UTILITIES

7/21/2023

ESTIMATE	\$563,255.00
LOW BID	\$259,777
VARIANCE	-\$303,478.00
VARIANCE %	-54%

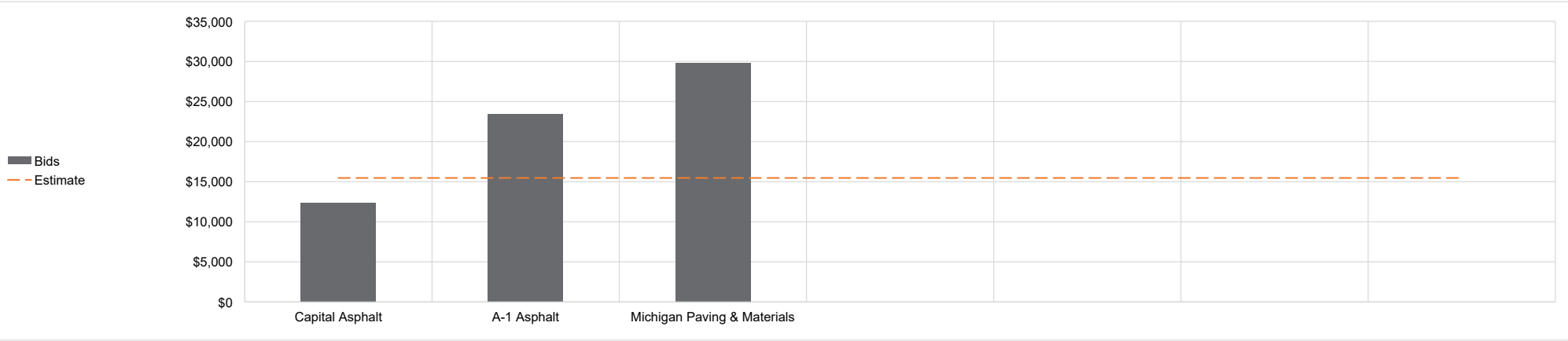
	Precise Construction Contracting	Verlinde Construction	Eagle Excavation	Leavitt & Stark Excavating	Fessler & Bowman		
BASE BID	\$257,777	\$276,985	\$640,000	\$675,000	\$695,217		
BOND INFORMATION							
P&P BOND COST	\$5,500	\$8,033	\$5,000	\$5,000	\$5,829		
P&P BOND %	0%	0%	1%	0.65%	1%		
VOLUNTARY ALTERNATES							
Scope Gap underground storm	\$2,000						
VOLUNTARY ALTERNATES TOTAL:	\$2,000	\$0	\$0	\$0	\$0	\$0	\$0
ADDENDA							
1	Yes	Yes	Yes	Yes	Yes		
2	Yes	Yes	Yes	Yes	Yes		
BASE BID + ALTERNATES TOTAL :	\$259,777	\$276,985	\$640,000	\$675,000	\$695,217	\$0	\$0





Eaton County Youth Facility Expansion						ESTIMATE	\$15,463.00
32-01: ASPHALT PAVING						LOW BID	\$12,400
7/21/2023						VARIANCE	-\$3,063.00
						VARIANCE %	-20%

	Capital Asphalt	A-1 Asphalt	Michigan Paving & Materials				
BASE BID	\$12,400	\$23,400	\$29,825				
BOND INFORMATION							
P&P BOND COST	\$0	\$234	\$600				
P&P BOND %	0%	1%	1.5%				
ADDENDA							
1	Yes	Yes	Yes				
2	No	Yes	Yes				
BASE BID + ALTERNATES TOTAL :	\$12,400	\$23,400	\$29,825	\$0	\$0	\$0	\$0



**EXHIBIT B -
ALTERNATES**



EXHIBIT B - ALTERNATES

Alternates to be reviewed/approved at a later date. Pricing good until 12/1/2023

ITEM NO.	ITEM DESC.	SCOPE SUBTOTAL	PENDING ITEM TOTAL	ACCEPTED ITEM TOTAL	REJECTED ITEM TOTAL	DATE	NOTES
1	Req. Alt. 1 - CPT-1 to be changed to J&J Kinetics		\$5,780				Specified Bid Alternate #1
	Superior Floor Coverings	\$5,780.00					
2	Req. Alt. 2 - Gym floor change to Poured Sports Floor		\$30,730				Specified Bid Alternate #2
	Superior Floor Coverings	\$30,730					
3	03-02 Vol. Alt - Form Liner Deduct		(\$72,750)				
	Fabcon Precast	(\$84,750)					
	Painter - paint formed concrete to look like brick	\$12,000					Estimated pricing on paint
4	03-02 Vol. Alt - Powerwash Exterior Walls		\$11,000				
	Fabcon Precast	\$11,000					
5	04-01 Vol. Alt - High Lift Grout		(\$5,000)				
	Davenport Masonry	(\$5,000)					Must confirm with structural engineer
6	09-02 Vol. Alt - Dur-a-chip epoxy in lieu of Decc Floor		(\$10,590)				
	Superior Floor Coverings	(\$10,590)					
7	09-02 Vol. Alt - Tarkett Omni Sports Floor in Gym		\$16,880				
	Superior Floor Coverings	\$16,880					
8	28-01 Vol. Alt - Utilize Vanguard Fire as Eaton County Preferred Vendor		\$8,100				
	Accurate Controls	\$8,100					

EXHIBIT D -
SCHEDULE



Project No. 2315-00 Design Build					Eaton County Youth Facility Expansion												Issued For: Construction Phase Proposal : 8/1/23															
D	Task Name	Duration	Start	Finish	Oct	Nov	Dec	2023 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2024 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov		
1	Design Phase	19.2 wks	2/10/23	6/23/23																												
2	Schematic Design	6.2 wks	2/10/23	3/24/23																												
3	Design Development	4 wks	3/27/23	4/21/23																												
4	Site Plan	5.2 wks	4/3/23	5/8/23																												
5	Construction Documents	6 wks	4/24/23	6/2/23																												
6	CD QC Set for Review to Granger	0 wks	6/2/23	6/2/23																												
7	Finalize Construction Documents	3 wks	6/5/23	6/23/23																												
8	Procurement Milestones	35.6 wks	3/3/23	11/7/23																												
9	Cost Model Draft	0 wks	3/3/23	3/3/23																												
10	Schematic Validation Budget	0 wks	3/31/23	3/31/23																												
11	CD Estimate (Target Value Estimate)	2 wks	5/22/23	6/2/23																												
12	Subcontractor Bid Period	3.2 wks	6/27/23	7/18/23																												
13	Construction Phase Proposal	2 wks	7/19/23	8/1/23																												
14	Precast Submittals & Fabrication	14 wks	8/2/23	11/7/23																												
15	Key Decisions	19.4 wks	4/3/23	8/15/23																												
16	Schematic Validation Approval	1 wk	4/3/23	4/7/23																												
17	Project Design Approval	0.2 wks	6/8/23	6/8/23																												
18	Construction Proposal Approval	2 wks	8/2/23	8/15/23																												
19	Permitting	14.8 wks	5/8/23	8/18/23																												
20	Siteplan Review	0 wks	5/8/23	5/8/23																												
21	SESC (Eaton County)	1 wk	8/2/23	8/8/23																												
22	BMEP Plan Review (Eaton County)	6 wks	6/26/23	8/4/23																												
23	Water/Sewer Plan Review (Charlotte)	4 wks	6/26/23	7/21/23																												
24	BCC / MDOC Plan Review	8 wks	6/26/23	8/18/23																												
25	Long Lead Procurement	40 wks	8/2/23	5/7/24																												
26	Precast Panels & Plank	12 wks	8/2/23	10/24/23																												
27	Detention Frames	12 wks	8/2/23	10/24/23																												
28	Detention Doors & Hardware	20 wks	8/2/23	12/19/23																												
29	HVAC Units	30 wks	8/2/23	2/27/24																												
30	Electrical Distribution Equipment	40 wks	8/2/23	5/7/24																												
31	Generator	32 wks	8/2/23	3/12/24																												
32	Construction	56.4 wks	8/16/23	9/12/24																												
33	Mobilization	1 wk	8/16/23	8/22/23																												
34	Site Prep and Balancing	4 wks	8/23/23	9/19/23																												
35	Civil Construction	40.8 wks	9/13/23	6/24/24																												
36	Building Pad Prep	1 wk	9/13/23	9/19/23																												
37	Utilities	4 wks	9/20/23	10/17/23																												

D	Task Name	Duration	Start	Finish	2023												2024												
					Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
38	Parking Lot	4 wks	5/1/24	5/28/24																									
39	Site Grading and Restoration	4 wks	5/28/24	6/24/24																									
40	Building Construction	51.4 wks	9/20/23	9/12/24																									
41	Foundations	4 wks	10/18/23	11/14/23																									
42	Selective Demolition, Structural Masonry & Fdns	4 wks	9/20/23	10/17/23																									
43	Underground MEP, Slab on Grade	3 wks	11/22/23	12/12/23																									
44	Precast Wall Panels	2 wks	11/8/23	11/21/23																									
45	Interior Masonry for Precast Ceilings	8 wks	12/13/23	2/6/24																									
46	Install Precast Ceiling Plank	0.6 wks	2/7/24	2/9/24																									
47	Precast Concrete Roof Structure	1 wk	2/12/24	2/16/24																									
48	Blocking and Roof Systems	4 wks	2/19/24	3/15/24																									
49	Building Weathertight	0 wks	3/15/24	3/15/24																									
50	Exterior Openings	6 wks	2/19/24	3/29/24																									
51	MEP Rough-Ins and Equipment	14 wks	2/19/24	5/24/24																									
52	Interior Partitions & Masonry	6 wks	4/15/24	5/24/24																									
53	Detention Doors/Misc. Metals	6 wks	5/27/24	7/5/24																									
54	Interior Finishes	12 wks	5/23/24	8/14/24																									
55	Finish MEP Systems	8 wks	6/21/24	8/15/24																									
56	DEC/SEC Systems Startup and Commissioning	2 wks	7/8/24	7/19/24																									
57	MEP Systems Startup and Commissioning	4 wks	8/2/24	8/29/24																									
58	Insections and Punchlist	2 wks	8/23/24	9/5/24																									
59	Existing Housing Plumbing Renovation	8 wks	3/13/24	5/7/24																									
60	Existing Courtyard Renovation	8 wks	5/8/24	7/2/24																									
61	Owner Training and Closeout	4 wks	8/16/24	9/12/24																									
62	Substantial Completion	0 wks	9/12/24	9/12/24																									
63	Owner Move-in	2 wks	9/13/24	9/26/24																									
64	Final Completion	0 wks	9/26/24	9/26/24																									

**EXHIBIT E -
DRAWINGS &
SPECIFICATIONS**





Exhibit E – Drawings & Specifications

DRAWINGS SECTION

NO.	TITLE - ARCHITECTUAL	ISSUER	DATED
A001	ARCHITECTURAL COVER	BYCE	6/23/23
A110	OVERALL FLOOR PLAN	BYCE	6/23/23
A210	NORTH FLOOR PLANS	BYCE	6/23/23
A211	SOUTH FLOOR PLAN	BYCE	6/23/23
A310	NORTH ROOF PLAN	BYCE	6/23/23
A311	SOUTH ROOF PLAN	BYCE	6/23/23
A410	NORTH REFLECTED CEILING PLAN	BYCE	6/23/23
A411	SOUTH REFLECTED CEILING PLAN	BYCE	6/23/23
A500	ENLARGED PLANS AND DETAILS	BYCE	6/23/23
A501	MEZZANINE AREA PLANS AND DETAILS	BYCE	6/23/23
A502	INTAKE AREA	BYCE	6/23/23
A600	EXTERIOR ELEVATIONS	BYCE	6/23/23
A602	EXTERIOR ELEVATIONS AND BUILDING SECTIONS	BYCE	6/23/23
A610	INTAKE AREA DETAILS	BYCE	6/23/23
A700	BUILDING SECTIONS	BYCE	6/23/23
A701	WALL SECTIONS	BYCE	6/23/23
A702	WALL SECTIONS	BYCE	6/23/23
A703	WALL SECTIONS	BYCE	6/23/23
A710	WALL SECTIONS	BYCE	6/23/23
A800	DETAILS	BYCE	6/23/23
A801	DOORS, WINDOWS, AND OPENINGS	BYCE	6/23/23

NO.	TITLE- CIVIL	ISSUER	DATED
C000	EXISTING CONDITIONS SURVEY	BYCE	6/23/23
C100	Existing Conditions and Demolition Plan	BYCE	6/23/23
C200	Site Plan	BYCE	6/23/23
C300	Grading & SESC Plan	BYCE	6/23/23
C400	Utility Plan	BYCE	6/23/23
C600	Details	BYCE	6/23/23
C610	DETAILS	BYCE	6/23/23

NO.	TITLE - DEMO	ISSUER	DATED
D110	DEMOLITION	BYCE	6/23/23

NO.	TITLE - ELECTRICAL	ISSUER	DATED
E001	ELECTRICAL COVER	BYCE	6/23/23
E210	NORTH LIGHTING PLAN	BYCE	6/23/23
E220	SOUTH LIGHTING PLAN	BYCE	6/23/23
E310	NORTH POWER & SYSTEMS PLAN	BYCE	6/23/23
E320	SOUTH POWER & SYSTEMS PLAN	BYCE	6/23/23



Eaton County Youth Facility Building Expansion
Design-Build Amendment
Exhibit E – Drawings & Specifications

E410	NORTH ROOF ELECTRICAL PLAN	BYCE	6/23/23
E420	SOUTH ROOF ELECTRICAL PLAN	BYCE	6/23/23
E600	ONE-LINE DIAGRAM & PANEL SCHEDULES	BYCE	6/23/23
E800	PANEL SCHEDULES	BYCE	6/23/23
ED110	ELECTRICAL DEMOLITION PLAN	BYCE	6/23/23

NO.	TITLE – FIRE PROTECTION	ISSUER	DATED
FP200	OVERALL FIRE PROTECTION PLAN	BYCE	6/23/23

NO.	TITLE - GENERAL	ISSUER	DATED
G001	TITLE PAGE	BYCE	6/23/23
LS110	Code Compliance	BYCE	6/23/23

NO.	TITLE - INTERIOR	ISSUER	DATED
I210	NORTH FINISH & FURNITURE PLAN	BYCE	6/23/23
I211	SOUTH FINISH & FURNITURE PLAN	BYCE	6/23/23
I800	FINISH SCHEDULES, ELEVATIONS & SIGNAGE	BYCE	6/23/23

NO.	TITLE - LOGISTICS	ISSUER	DATED

NO.	TITLE - MECHANICAL	ISSUER	DATED
M001	MECHANICAL SCHEDULES	BYCE	6/23/23
M002	PLUMBING SCHEDULES AND DETAILS	BYCE	6/23/23
M110	OVERALL MECHANICAL PLAN	BYCE	6/23/23
M210	NORTH UNDERGROUND PLUMBING PLAN	BYCE	6/23/23
M211	SOUTH UNDERGROUND PLUMBING PLAN	BYCE	6/23/23
M310	NORTH PLUMBING PLAN	BYCE	6/23/23
M311	SOUTH PLUMBING PLAN	BYCE	6/23/23
M510	NORTH HVAC PLAN	BYCE	6/23/23
M511	SOUTH HVAC PLAN	BYCE	6/23/23
M610	NORTH MECHANICAL ROOF PLAN	BYCE	6/23/23
M611	SOUTH MECHANICAL ROOF PLAN	BYCE	6/23/23
M720	PLUMBING CHASE DETAILS	BYCE	6/23/23
M721	PLUMBING CHASE DETAILS	BYCE	6/23/23
M722	PLUMBING CHASE DETAILS	BYCE	6/23/23
M800	MECHANICAL DETAILS	BYCE	6/23/23
M801	MECHANICAL DETAILS	BYCE	6/23/23



Eaton County Youth Facility Building Expansion
Design-Build Amendment
Exhibit E – Drawings & Specifications

MD511	SOUTH MECHANICAL DEMOLITION PLAN	BYCE	6/23/23
-------	----------------------------------	------	---------

NO.	TITLE - STRUCTURAL	ISSUER	DATED
S001	Structural Cover	BYCE	6/23/23
S210	North Foundation Plan	BYCE	6/23/23
S211	South Foundation Plan	BYCE	6/23/23
S415	NORTH CEILING FRAMING PLAN	BYCE	6/23/23
S510	NORTH ROOF FRAMING PLAN	BYCE	6/23/23
S511	SOUTH ROOF FRAMING PLAN	BYCE	6/23/23
S700	FOUNDATION DETAILS	BYCE	6/23/23
S701	FOUNDATION DETAILS	BYCE	6/23/23
S800	FRAMING DETAILS	BYCE	6/23/23
S801	FRAMING DETAILS	BYCE	6/23/23
SE110	NORTH SECURITY ELECTRONICS PLAN	BYCE	6/23/23
SE120	SOUTH SECURITY ELECTRONICS PLAN	BYCE	6/23/23

SPECIFICATIONS SECTION

DIVISION 00 – PROCUREMENT AND CONTRACTING			
NO.	TITLE	ISSUER	DATED
110	Table of Contents	BYCE	6/23/23

DIVISION 02 – EXISTING CONDITIONS			
NO.	TITLE	ISSUER	DATED
24119	SELECTIVE DEMOLITION	BYCE	6/23/23

DIVISION 03 – CONCRETE			
NO.	TITLE	ISSUER	DATED
32000	CONCRETE REINFORCING	BYCE	6/23/23
33000	CAST-IN-PLACE CONCRETE	BYCE	6/23/23
34100	PRECAST STRUCTURAL CONCRETE	BYCE	6/23/23

DIVISION 04 – MASONRY			
NO.	TITLE	ISSUER	DATED
42200	CONCRETE UNIT MASONRY	BYCE	6/23/23



Eaton County Youth Facility Building Expansion
Design-Build Amendment
Exhibit E – Drawings & Specifications

DIVISION 05 – METALS			
NO.	TITLE	ISSUER	DATED
51200	STRUCTURAL STEEL FRAMING	BYCE	6/23/23
52100	STEEL JOIST FRAMING	BYCE	6/23/23
53100	STEEL DECKING	BYCE	6/23/23
55000	METAL FABRICATIONS	BYCE	6/23/23

DIVISION 07 – THERMAL AND MOISTURE PROTECTION			
NO.	TITLE	ISSUER	DATED
07 92 00	JOINT SEALANTS	BYCE	6/23/23
71326	SELF-ADHERING SHEET WATERPROOFING	BYCE	6/23/23
75323	ETHYLENE-PROPYLENE-DIENE-MONOMER (EPDM) ROOFING	BYCE	6/23/23
76200	SHEET METAL FLASHING AND TRIM	BYCE	6/23/23
79513	Expansion Joint Cover Assemblies	BYCE	6/23/23

DIVISION 08 – OPENINGS			
NO.	TITLE	ISSUER	DATED
08 71 11	DOOR HARDWARE	BYCE	6/23/23
81113	HOLLOW METAL DOORS AND FRAMES	BYCE	6/23/23
84313	ALUMINUM-FRAMED STOREFRONTS	BYCE	6/23/23
88000	GLAZING	BYCE	6/23/23

DIVISION 09 – FINISHES			
NO.	TITLE	ISSUER	DATED
93013	CERAMIC TILING	BYCE	6/23/23
95123	ACOUSTICAL TILE CEILINGS	BYCE	6/23/23
96513	RESILIENT BASE AND ACCESSORIES	BYCE	6/23/23
96519	RESILIENT TILE FLOORING	BYCE	6/23/23
96740	HIGH PERFORMANCE SECURITY FLOOR COATINGS	BYCE	6/23/23
96766	FLUID-APPLIED ATHLETIC FLOORING	BYCE	6/23/23
96813	TILE CARPETING	BYCE	6/23/23
99110	PAINTS AND COATINGS	BYCE	6/23/23
99113	EXTERIOR PAINTING	BYCE	6/23/23
99600	HIGH-PERFORMANCE COATINGS (MPI STANDARDS)	BYCE	6/23/23

DIVISION 10 – SPECIALTIES			
NO.	TITLE	ISSUER	DATED



Eaton County Youth Facility Building Expansion
Design-Build Amendment
Exhibit E – Drawings & Specifications

101473	PAINTED SIGNAGE	BYCE	6/23/23
102800	TOILET, BATH, AND LAUNDRY ACCESSORIES	BYCE	6/23/23
104413	FIRE PROTECTION CABINETS	BYCE	6/23/23
104416	FIRE EXTINGUISHERS	BYCE	6/23/23
105113	METAL LOCKERS	BYCE	6/23/23

DIVISION 11 – EQUIPMENT			
NO.	TITLE	ISSUER	DATED
11 98 00	DETENTION EQUIPMENT CONTRACTORS	BYCE	6/23/23
11 98 10	DETENTION EQUIPMENT, FURNISHINGS AND ACCESSORIES	BYCE	6/23/23
11 98 25	DETENTION SECURITY HARDWARE AND SLIDING DOOR DEVICES	BYCE	6/23/23
11 98 40	DETENTION SECURITY GLASS & GLAZING	BYCE	6/23/23
116623	GYMNASIUM EQUIPMENT	BYCE	6/23/23
119860	DETENTION SECURITY WALL AND CEILING MASTER	BYCE	6/23/23

DIVISION 12 – FURNISHINGS			
NO.	TITLE	ISSUER	DATED
120000	SET IN WALL MOUNT SYSTEM	BYCE	6/23/23
123216	MANUFACTURED PLASTIC-LAMINATE-CLAD CASEWORK	BYCE	6/23/23
123661	Simulated Stone Countertops	BYCE	6/23/23

DIVISION 21 – FIRE SUPPRESSION			
NO.	TITLE	ISSUER	DATED
210553	IDENTIFICATION FOR FIRE-SUPPRESSION PIPING AND EQUIPMENT	BYCE	6/23/23
211313	WET-PIPE SPRINKLER SYSTEMS	BYCE	6/23/23

DIVISION 22 – PLUMBING			
NO.	TITLE	ISSUER	DATED
220517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	BYCE	6/23/23
220519	METERS AND GAGES FOR PLUMBING PIPING	BYCE	6/23/23
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	BYCE	6/23/23
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	BYCE	6/23/23
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	BYCE	6/23/23
220719	PLUMBING PIPING INSULATION	BYCE	6/23/23
221116	DOMESTIC WATER PIPING	BYCE	6/23/23
221119	DOMESTIC WATER PIPING SPECIALTIES	BYCE	6/23/23
221123	DOMESTIC WATER PUMPS	BYCE	6/23/23
221316	SANITARY WASTE AND VENT PIPING	BYCE	6/23/23



Eaton County Youth Facility Building Expansion
Design-Build Amendment
Exhibit E – Drawings & Specifications

221319	SANITARY WASTE PIPING SPECIALTIES	BYCE	6/23/23
221413	FACILITY STORM DRAINAGE PIPING	BYCE	6/23/23
221423	STORM DRAINAGE PIPING SPECIALTIES	BYCE	6/23/23
223400	FUEL-FIRED, DOMESTIC-WATER HEATERS	BYCE	6/23/23
224000	PLUMBING FIXTURES	BYCE	6/23/23
224600	SECURITY PLUMBING FIXTURES	BYCE	6/23/23

DIVISION 23 – HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)			
NO.	TITLE	ISSUER	DATED
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	BYCE	6/23/23
230548	Vibration and Seismic Controls for HVAC	BYCE	6/23/23
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	BYCE	6/23/23
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	BYCE	6/23/23
230713	DUCT INSULATION	BYCE	6/23/23
230923	DIRECT DIGITAL CONTROLS	BYCE	6/23/23
230993	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS	BYCE	6/23/23
231123	FACILITY NATURAL-GAS PIPING	BYCE	6/23/23
233113	METAL DUCTS	BYCE	6/23/23
233423	HVAC POWER VENTILATORS	BYCE	6/23/23
233713	AIR OUTLETS AND INLETS	BYCE	6/23/23
237223	Packaged Air-to-Air Energy-Recovery Units	BYCE	6/23/23
237416	PACKAGED ROOFTOP UNITS	BYCE	6/23/23
238126	SPLIT-SYSTEM AIR-CONDITIONERS	BYCE	6/23/23

DIVISION 26 – ELECTRICAL			
NO.	TITLE	ISSUER	DATED
260519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	BYCE	6/23/23
260526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	BYCE	6/23/23
260529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	BYCE	6/23/23
260533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	BYCE	6/23/23
260544	SLEEVES AND SLEEVE SEALS FOR ELECTRICAL RACEWAYS AND CABLING	BYCE	6/23/23
260553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	BYCE	6/23/23
260573	Overcurrent Protective Device Coordination Study	BYCE	6/23/23
260923	LIGHTING CONTROL DEVICES	BYCE	6/23/23
262416	PANELBOARDS	BYCE	6/23/23
262726	WIRING DEVICES	BYCE	6/23/23
262813	FUSES	BYCE	6/23/23
262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	BYCE	6/23/23
262913	Enclosed Controllers	BYCE	6/23/23
263213	Engine Generators	BYCE	6/23/23
263600	TRANSFER SWITCHES	BYCE	6/23/23
265119	LED INTERIOR LIGHTING	BYCE	6/23/23



Eaton County Youth Facility Building Expansion
Design-Build Amendment
Exhibit E – Drawings & Specifications

265619	LED EXTERIOR LIGHTING	BYCE	6/23/23
--------	-----------------------	------	---------

DIVISION 27 – COMMUNICATION			
NO.	TITLE	ISSUER	DATED
271513	COMMUNICATIONS COPPER HORIZONTAL CABLING	BYCE	6/23/23
271523	COMMUNICATIONS OPTICAL FIBER HORIZONTAL CABLING	BYCE	6/23/23
271533	COMMUNICATIONS COAXIAL HORIZONTAL CABLING	BYCE	6/23/23

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY			
NO.	TITLE	ISSUER	DATED
284621	ADDRESSABLE FIRE ALARM SYSTEMS	BYCE	6/23/23

DIVISION 31 – EARTHWORK			
NO.	TITLE	ISSUER	DATED
311000	SITE CLEARING	BYCE	6/23/23
312000	EARTH MOVING	BYCE	6/23/23
312500	EROSION & SEDIMENTATION CONTROLS	BYCE	6/23/23

DIVISION 32 – EXTERIOR IMPROVEMENTS			
NO.	TITLE	ISSUER	DATED
321216	ASPHALT PAVING	BYCE	6/23/23
321313	CONCRETE PAVING	BYCE	6/23/23
321373	CONCRETE PAVING JOINT SEALANTS	BYCE	6/23/23
321723	PAVEMENT MARKINGS	BYCE	6/23/23
323113	Chain Link Fences and Gates	BYCE	6/23/23

DIVISION 33 – UTILITIES			
NO.	TITLE	ISSUER	DATED
333100	SANITARY UTILITY SEWERAGE PIPING	BYCE	6/23/23
334100	STORM UTILITY DRAINAGE PIPING	BYCE	6/23/23

Appendices			
NO.	TITLE	ISSUER	DATED
Appendix A	Drawings & Specifications	BYCE	6/23/23
Appendix B	Project Schedule	Granger	
Appendix C	Site Logistics Plan	Granger	



Eaton County Youth Facility Building Expansion
Design-Build Amendment
Exhibit E – Drawings & Specifications

Appendix D	Geotechnical Report	Driesenga	5/4/23
Appendix E	Standard Form of Agreement	Granger	
Appendix F	Granger Construction Safety & Health Program Manual	Granger	
Appendix G	Prequalification Form	Granger	
Appendix H	Pre-Bid RF Form	Granger	
Appendix I	Communications Equipment	Granger	

**EXHIBIT F -
ALLOWANCES**





Exhibit F – Allowances

The following allowances are included:

	Owner Allowances	
1	Unsuitable Soils Allowance (31-01)	\$50,000
	Design Builder Allowances - Included in Trade Contracts	
1	Casting Electrical Conduits into Pre-cast (03-02)	\$5,000
2	Masonry Heating Allowance (04-01)	\$7,500
3	Painting Basketball Court (06-01)	\$1,000
4	Painting Fence Brackets (06-01)	\$1,000
5	Fire Suppression Cover Plates (06-01)	\$10,000
6	Temporary Generator Relocation (26-01)	\$25,000
7	Storm Sewer in Courtyard (31-01)	\$2,000

END OF ALLOWANCES

**EXHIBIT G -
CLARIFICATIONS &
ASSUMPTIONS**





Exhibit G – Clarifications & Assumptions

The following Clarifications & Assumptions are included as a part of this proposal

1. Exhibit A – Design Build Estimate provides a total project budget breakdown. The items listed in the “Eaton County Owner Costs” are not included in this Construction Phase Proposal. It is understood that Eaton County will be paying these costs directly and will consult with Granger Construction to update the Project Cost Report as needed.
2. The Owner, as part of their Owner Costs will budget for a Project Contingency of not less than 4% of the Construction Phase Proposal. This Project Contingency is budgeted for funding, if needed, of potential additional project costs that may include unsuitable soil conditions, hidden conditions, existing conditions that differ from the as-built information provided, and owner requested changes to the project.
3. The Design Builder will include in the Construction Phase Proposal a Design Build Contingency to be used, at the Design Builders discretion to fund potential change issues resulting from: contractor scope coordination, design coordination, schedule revisions/acceleration and similar design builders’ responsibilities. The Design Builder will report Design Build Contingency Use to the Owner on a regular basis. Any unused funds will be returned to the Owner via deductive change order.
4. Granger has included direct assumption of all subcontractor default and performance risk for the lump sum amount of \$57,582. Granger’s unique approach to sub default risk provides Eaton County protection against subcontract default risk at a lower cost and lesser response or recovery time, as opposed to alternative approaches such as SDI (sub default insurance) or bonding all subcontractors.
5. The schedule included in this Amendment assumes temporary spaces can be provided for the occupants in the areas of the existing building to be renovated such that the renovations can take place simultaneously with the construction of the new addition.
6. Pricing of Alternates is good only through December 1, 2023. Decision on alternates must be made prior to that date for pricing to be as indicated in Exhibit B – Alternates.
7. 3rd Party commissioning is not included in this proposal. System startups and test and balance will be performed according to the contract documents.
8. Allowances are identified in Exhibit F.
9. See additional technical clarifications as follow:

Division 02 – EXISTING CONDITIONS

1. None

Division 03 – CONCRETE

1. None



Division 04 - MASONRY

1. Masonry work will be conducted during the winter and an allowance of \$7,500 for winter conditions is allotted in Exhibit F – Allowances.

Division 05 – STRUCTURAL & MISCELLANEOUS STEEL

1. None

Division 06 – WOODS, PLASTICS & COMPOSITES

1. None

Division 07 – THERMAL & MOISTURE PROTECTION

1. Includes a fully adhered EPDM roof with a 20 year warranty per project documents.

Division 08 - OPENINGS

1. None

Division 09 – FINISHES

1. Allowance of \$6000 is included for drywall patching in the 09-01 bid.

Division 11 – EQUIPMENT

1. Pauly Jail is providing the detention furniture, this includes any furniture listed in the Interior drawings with a “DF” prefix.

Division 12 – FURNISHINGS

1. None

Division 21 – FIRE SUPPRESSION

1. Fire suppression contractor pricing is based on the ceilings of student rooms, toilet rooms, storage, etc. in the north portion of the building being precast concrete.

Division 22 - PLUMBING

1. None

Division 23 – HVAC / MECHANICAL

1. None

Division 26 - ELECTRICAL

1. An allowance of \$25,000 is allotted on Exhibit F for temporary relocation of the emergency generator. Generator lead times can be extensive and with the current courtyard getting turned into an interior space, the emergency generator may need to temporarily be relocated outside the courtyard for work to commence in that location prior to installation of the new generator.

Division 27 – AUXILIARY SYSTEMS

1. Contractor is furnishing and installing the components per the bid documents with programming to be by Eaton County and Eaton County vendors.



Division 28 – ELECTRONIC SAFETY & SECURITY

1. It is assumed that Integration of lighting with Security Electronics is not a feature of this design per the security electronics drawings and the existing facility lighting sequence of operation.

Division 31 - EARTHWORK

1. An allowance of \$50,000 is allotted for unsuitable soils not meeting required bearing capacities/conditions.
2. An allowance of \$2000 is allotted to sitework contractor for underground storm sewer inside the courtyard per Exhibit F.

Division 32 – EXTERIOR IMPROVEMENTS

1. Pavement marking/stripping and fire lane signage is included in the bid.

Connie Sobie

From: Madison Riley <MRiley@cnda-law.com>
Sent: Wednesday, August 16, 2023 7:55 AM
To: Connie Sobie
Subject: New Class Action: Hottenrott, et al. v. Iron County, et al. | Case No. 23-cv-117

Good morning,

A new lawsuit was filed by Attorney Donald Visser in the US District Court for the Western District of Michigan. This new complaint contains plaintiffs that have opted out of the *Wayside* settlement.

You were informed by MMRMA that they reviewed these Complaints for coverage, and unfortunately, Exclusions I and V preclude coverage for these claims, as the entirety of the claim is based on the alleged failure of the Counties to return surplus funds pursuant to the statutory change that went into effect after the Rafaelli decision.

Attorney Vander Laan is happy to defend your interest at the MMRMA rate of \$190 / hour split evenly amongst those that choose to retain him.

Please let us know what you would like to do **as soon as possible**. If we do not hear from you, we will assume you made the decision to seek different counsel.

Thank you,

Madison Riley

Legal Assistant to Allan C. Vander Laan
Cummings, McClorey, Davis & Acho, PLC
MRiley@cnda-law.com

(616) 975-7470 phone
(616) 975-7471 fax



ATTORNEYS AND COUNSELORS AT LAW

CONFIDENTIALITY NOTICE

This e-mail correspondence is confidential. If you are not the intended recipient, please notify the sender of the delivery error immediately, and then delete it from your system. Do not read, use, or copy this e-mail, or disclose it to others. This e-mail is not intended to waive the attorney-client privilege, or any other privilege. Thank you.

HEALTH AND HUMAN SERVICES COMMITTEE MEETING

MONDAY, AUGUST 7, 2023

9:00 A.M.

MINUTES

MEMBERS PRESENT: Commissioners Brian Lautzenheiser, Jeanne Pearl-Wright, Mark Mudry, and Barbara Rogers.

ALSO PRESENT: Commissioners Jim Mott, Scott Hansen, Brian Droscha, Martha Richard, and Connie Sobie.

The August 7, 2023 regular meeting of the Health and Human Services Committee was called to order at 9:00 a.m. by Chairperson Lautzenheiser.

The Pledge of Allegiance was given by all.

Commissioner Rogers moved to approve the August 7, 2023 agenda as presented. Commissioner Pearl-Wright seconded. Motion carried.

Commissioner Pearl-Wright moved to approve the July 12, 2023 minutes, as presented. Commissioner Mudry seconded. Motion carried.

Limited Public Comment. None.

Martha Richard, Eaton County Health and Rehabilitation Services, was present to provide the semi-annual report.

Limited Public Comment. None.

Chairperson Lautzenheiser adjourned the meeting at 9:18 a.m.

The next regularly scheduled meeting of the Health and Human Services Committee will be held on **Tuesday, September 5, 2023** at 9:00 a.m., in the Board of Commissioners Room of the Courthouse located at 1045 Independence Blvd, Charlotte MI 48813.

Brian Lautzenheiser, Chairperson

PUBLIC SAFETY COMMITTEE

**THURSDAY, AUGUST 3, 2023
4:00 P.M.**

MINUTES

MEMBERS PRESENT: Commissioners Brian Droscha, Brandon Haskell, Scott Hansen, Mark Mudry, and Frank Holmes

ABSENT: Commissioners Tim Barnes and Jacob Toomey

ALSO PRESENT: Commissioner Jim Mott; Connie Sobie, Tom Reich, Jeff Cook, El Sidel, Scott Brooks, Kelly Cunningham, Ryan Wilkinson, Melanie Achenbach, Amy Etzel, and Kathy Brooks.

The August 3, 2023, regular meeting of the Public Safety Committee was called to order at 4:00 p.m. by Vice-Chairman Droscha.

The Pledge of Allegiance was given by all.

AGENDA ADDITIONS AND CHANGES

Commissioner Mudry motioned to approve the Agenda as presented. Commissioner Holmes seconded the motion. Motion carried unanimously.

APPROVAL OF MEETING MINUTES

Commissioner Holmes moved to approve the Minutes of the July 6, 2023, Public Safety Meeting as presented. Commissioner Mudry seconded the motion. Motion carried unanimously.

LIMITED PUBLIC COMMENT

None.

COMMUNITY CORRECTIONS ADVISORY BOARD APPOINTMENT

Community Corrections Director Melanie Achenbach presented a request from the Community Corrections Advisory Board to appoint Calley Green from Peckham Inc. as the Workforce Investment Representative. Commissioner Holmes moved to appoint Ms. Green as requested. Commissioner Hansen seconded the motion. Motion carried unanimously.

SHERIFF'S OFFICE UPDATE

Sheriff Tom Reich gave his report for the month of July, 2023. The Active Violence Incident (AVI) Team have been raising awareness about the need for trauma kits in Eaton County schools and the possibility of federal funding. Sheriff Reich met with Senator Sarah Anthony and Representative Angela Witwer, who are members of the Senate and House Appropriations Committees, respectively, requesting state funds for the purchase of a Mobile Command Vehicle by the Sheriff's Office. With Governor Whitmer recently signing the budget, the Eaton County Sheriff's Office was awarded \$900,000 toward this purchase.

RESOLUTION TO APPROVE APPLICATION FOR EDWARD BYRNE MEMORIAL JUSTICE GRANT PROGRAM

This is a no-match continuation of the grant that provides funding for Delta Township hotel enforcement. Commissioner Haskell moved to recommend approval by the Board of Commissioners. Vice-Chairman Commissioner Droscha seconded the motion. Motion carried unanimously.

JAIL TELEPHONE SYSTEM SERVICE CONTRACT

Undersheriff Cook, Captain Ross Tyrell, and Lieutenant Aaron Kayne recommended a new telephone system for the jail, Smart Communications. Commissioner Haskell moved to recommend approval of the communication upgrade to the Board of Commissioners. Commissioner Holmes seconded the motion. Motion carried unanimously.

WINDSOR TOWNSHIP POLICE SERVICES AGREEMENT

The 2022-2023 Windsor Township Police Services Agreement had not been previously presented to the committee for approval. Windsor Township has been paying according to the terms of the Agreement. Commissioner Holmes moved to support approval of the Agreement to the Board of Commissioners. Commissioner Haskell seconded the motion. Motion carried unanimously.

CENTRAL DISPATCH UPDATE

Central Dispatch Director Cunningham reported on the month of July, 2023. The report included an update of progress for the CAD replacement and the research toward a program in which reporting of alarms and panic buttons would come from a single source. ASAP to PSAP has passed the testing phase. Due to the Maple Valley School Safety grant, they are on the area radio group.

EMERGENCY SERVICES UPDATE

Emergency Services Manager Wilkinson reported that he is applying for a grant to pay for anyone interested in attending a 1-day Cyber Security Summit being held in Novi, Wednesday, October 18, 2023 and anyone interested can reach out to his office.

EMERGENCY OPERATIONS PLAN (EOP) RENEWAL

The current Emergency Operations Plan (EOP) is 4 years old and renewal and expansion of the EOP was discussed. Commissioner Haskell moved to recommend approval of the EOP to the Board. Commissioner Mudry seconded the motion. Motion carried unanimously.

MISCELLANEOUS

None.

LIMITED PUBLIC COMMENT

None.

ADJOURNMENT

Vice-Chairman Droscha adjourned the meeting at 4:45 p.m.

The next regularly scheduled meeting of the Public Safety Committee will be held September 7, 2023, at 4:00 p.m.

Commissioner Brian Droscha
Vice-Chairperson, Public Safety Committee

DRAFT

**INFORMATION TECHNOLOGY AND COMMUNICATION
COMMITTEE MEETING**

WEDNESDAY, AUGUST 2, 2023

4:00 P.M.

MINUTES

MEMBERS PRESENT: Commissioners Brian Droscha, Barbara Rogers, Frank Holmes, Jacob Toomey, Brandon Haskell, Mark Mudry and Scott Hansen.

ALSO PRESENT: Commissioner Jim Mott, Eric Daley, Nathan Nighbert, Connie Sobie, Ben Dawson and Claudine Williams

The August 2, 2023 regular meeting of the Information Technology and Communication Committee was called to order at 4:00 p.m. by Chairperson Droscha.

The Pledge of Allegiance was given by all.

Commissioner Hansen moved the approval of the agenda. Commissioner Rogers seconded. Carried unanimously.

Commissioner Rogers moved the approval of the June 7, 2023 meeting minutes. Commissioner Haskell seconded. Motion carried unanimously.

There was no public comment.

Director Daley provided an update a Broadband Update. Director Daley reported the Eaton County Broadband ROBIN Grant application was not awarded. He said one hundred and fifty-four (154) applications were submitted by forty (40) applicants and twenty-four (24) projects submitted by 11 applicants were awarded. Eaton County came in twelfth. Mr. Daley shared the State of Michigan has been awarded 1.5 billion dollars for the next grant program called BEAD. The application window for BEAD will not be until the first or second quarter of 2024. ARPA dollars allocated to Broadband were discussed.

Director Daley provided an update on the MMRMA grant application. Director Daley stated an application was submitted for security cameras.

Director Daley provided an update on the following technology projects: website review, printer audit, and internet provider plan reviews.

Human Resources Director Ben Dawson provided an update on the hiring process for the Communications Director position. Mr. Dawson presented a request for assistance in building our communications structure. Commissioner Haskell moved to recommend the approval a request for proposal and funding to contract with a communications consulting firm to assist in the development of a communications strategy for Eaton County to the Ways and Means Committee. Commissioner Rogers seconded. Discussion held. Commissioner Toomey opposed, Motion carried.

There was no public comment.

Chairperson Droscha adjourned the meeting at 4:59 p.m.

The next regularly scheduled meeting of the Information Technology & Communication Committee will be held on Wednesday, September 6, 2023 at 4:00 p.m., in the Board of Commissioner Room of the Courthouse located at 1045 Independence Blvd, Charlotte, MI 48813.

Brian Droscha, Chairperson

DRAFT

PUBLIC WORKS & PLANNING COMMITTEE

**WEDNESDAY, AUGUST 9, 2023
9:00 A.M.**

MINUTES

MEMBERS PRESENT: Commissioners Barbara Rogers, Terrance Augustine, Blake Mulder, Trevor Youngquist, Scott Hansen, and Brian Lautzenheiser.

ALSO PRESENT: Commissioners Jim Mott, Frank Holmes, and Brian Droscha; Claudine Williams, Chris Garrison, Brandy Miller, Debbie Penfield, Matt Hannahs, and Brad Funkhouser and Connie Sobie.

The August 9, 2023 regular meeting of the Public Works and Planning Committee was called to order at 9:00 a.m. by Chairperson Rogers.

The Pledge of Allegiance was given by all.

Commissioner Lautzenheiser moved to approve the July 12, 2023 meeting minutes. Commissioner Youngquist seconded. Motion carried unanimously.

Limited Public Comment. None.

Eaton County Road Commission Engineer-Manager, Matt Hannahs, was present to provide a semi-annual report.

EATRAN Executive Director, Brad Funkhouser, was present to provide a semi-annual report.

Resource Recovery Program Assistant, Debbie Penfield, presented the department's monthly report. Commissioner Augustine moved to recommend the Solid Waste Alternative Grant allocations as presented to the Board of Commissioners. Commissioner Brian Lautzenheiser supported. Motion carried unanimously.

Construction Code, Planning and Zoning Director, Chris Garrison, presented the department's monthly report. It was noted this report has been changed slightly to accommodate for the new department activities and improve the presentation of the information. Commissioner Augustine moved the approval of DCA-8-23-2 as presented to the Board of Commissioners. Commissioner Trevor Youngquist supported. Motion carried unanimously.

Ms. Williams, Director of Intergovernmental Affairs and Development presented the Parks Report. The Community Grant Application Scoring Committee's award recommendations and request for additional funding were discussed. Commissioner Mulder moved to approve the awards as presented with additional funding as requested to Ways and Means for funding. Commissioner Augustine supported. Motion carried unanimously.

Miscellaneous.

Limited Public Comment. None.

Chairperson Rogers adjourned the meeting at 10:43 a.m.

The next regularly scheduled meeting of the Public Works and Planning Committee will be held at 9:00 a.m. on Wednesday, September 13, 2023 in the Board of Commissioners Room of the Courthouse located at 1045 Independence Blvd, Charlotte MI 48813.

Barbara Rogers, Chairperson