EATON COUNTY BOARD OF COMMISSIONERS
APRIL 18, 2007

The Eaton County Board of Commissioners met in regular session at the County Facilities, in the City of Charlotte, Wednesday, April 18, 2007.

Chairman Brehler called the meeting to order at 7:00 PM.

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

Commissioner MacDowell gave the invocation.

Roll call. Commissioners present; Michael Hosey, Harlan MacDowell, Theresa Abed, Carol Strachan, Jeanne Pearl-Wright, Leo Farhat, Glenn Freeman, John Forell, Linda Keefe, Art Luna, Daryl Baker, Dale Barr, Denise Clarke. Leonard Peters, Joseph Brehler. Commissioners absent: None.

Commissioner Freeman moved the minutes of March 21, 2007 be approved as presented. Seconded by Commissioner Barr. Carried.

Chairman Brehler asked for additions or corrections to the agenda. Commissioner Pearl-Wright added an appointment to the Health and Human Services Committee and Chairman Brehler added an announcement regarding a Workshop under New Business.
Commissioner Freeman moved the agenda be approved as amended. Seconded by Commissioner Forell. Carried.

Communications:
1/ Letter from Governor Granholm's Office acknowledging receipt of resolutions supporting MSU Extension and the State's Conservation Districts.
2/ Notice of an MTA meeting April 23rd, 7:30 PM at Benton Township Hall.

Chairman Brehler announced that the Human Service Agencies within the county are interested in holding a countywide meeting sometime in May to discuss the state budget. Once a date has been determined an announcement will be made.

There was no Public Comment.

Kelly Rasmussen, Director of Central Dispatch presented awards to employees of Eaton County Central Dispatch. (Copy on file)

Kate Birnbyer White, Executive Director of Elder Law of Michigan, Inc. spoke about the services provided for the elderly in Eaton County.

Equalization Director Tim Vandermark reviewed the 2007 Equalization Report.

Commissioner Abed moved the approval of Document #07-04-37, 2007 Equalization Report. Seconded by Commissioner Farhat. Roll call vote. Ayes; Hosey, MacDowell, Abed, Strachan, Pearl-Wright, Farhat, Freeman, Forell, Keefe, Luna, Baker, Barr, Clarke. Peters, Brehler. Nays: None. Carried.

Commissioner Pearl-Wright moved Commissioner Barr be appointed to the Mid-South Substance Abuse Commission for a term expiring December 31, 2008. Seconded by Commissioner Farhat. Carried.

Commissioner Freeman moved the approval of Resolution #07-04-38 To Approve Michigan Emergency Management Assistance Compact. Seconded by Commissioner Forell. Carried.

Commissioner Freeman moved the approval of Resolution #07-04-39 To Appoint County Medical Examiner and Approve the Medical Examiner Services Agreement. Seconded by Commissioner Peters. Carried.

Dr. Michael Markey was introduced to the Board.

Commissioner Luna moved the approval of Resolution #07-04-40 To Approve, DCA-3-07-02 a Comprehensive Amendment to the zoning district maps of the Eaton County Land Development Code to include Vermontville Township. Seconded by Commissioner Baker. Carried.

Commissioner Hosey moved the approval of Document #07-04-41 to approve the tentative agreement with the Sheriff Department Dispatcher Unit. Seconded by Commissioner Freeman. Carried.

Commissioner Hosey moved the approval of Document #07-04-42 to approve the tentative agreement with the Sheriff Department Dispatcher Supervisors Unit. Seconded by Commissioner Forell. Carried.

Commissioner Hosey moved the approval of Document #07-04-43 to approve the tentative agreement with Animal Control Unit. Seconded by Commissioner Baker. Carried.

Commissioner Hosey moved the approval of Document #07-04-44 to approve the tentative agreement with the Youth Facility Unit. Seconded by Commissioner Barr. Carried.

Commissioner Hosey moved effective April 29, 2007 all general non-union county employees and elected officials receive a 1% wage increase, excluding County Commissioners. Seconded by Commissioner Farhat. Carried.

Commissioner Keefe moved the approval of Resolution #07-04-45, to Approve 2006/2007 General Fund Budget Amendments. Seconded by Commissioner Forell. Carried.

Commissioner Keefe moved the approval of Resolution #07-04-46, to Approve 2006/2007 Special Revenue Fund Budget Amendments. Seconded by Commissioner Freeman. Carried.

Commissioner Keefe moved the approval of Resolution #07-04-47, to Amend the County Clerk User Fee Schedule. Seconded by Commissioner Farhat. Carried.

Commissioner Keefe moved the approval of Resolution #07-04-48, to Authorize LaSalle Bank, as Successor of Michigan National Bank to Make a Payment of a Bond Certificate Without Presentation of the Physical Certificate. Seconded by Commissioner Pearl-Wright. Carried.

Commissioner Keefe moved the approval of Resolution #07-04-49, to Approve Upton Drain Project Bond Counsel. Seconded by Commissioner Barr. Carried.

Commissioner Keefe moved the approval of Resolution #07-04-50, to Approve Delta Section 17 Drain Project Bond Counsel. Seconded by Commissioner Freeman. Carried.

Commissioner Keefe moved the approval of Resolution #07-04-51, Regarding PA 2 (Liquor Tax) Funds. Seconded by Commissioner Hosey. Carried.

Commissioner Keefe moved the approval of Resolution #07-04-52, Regarding the State Budget. Seconded by Commissioner Baker. Carried. 1 nay- Commissioner Clarke.

Commissioner Keefe moved the approval of claims as audited by the Finance Committee in the amount of $494,516.55. Seconded by Commissioner Freeman. Carried.

Public Comments. Howard Pizzo, 1027 Red Cliffe Dr., Delta Township spoke about local governments and schools consolidating resources to save money.

There was no Unfinished Business or Old Business.

New Business. The Communications ad hoc committee has met and is discussing ways to better communicate with county residents.

Chairman Brehler announced a workshop would be held May 2nd at 6:00 PM to discuss the Medical Care Facility ballot question. Also representatives from the Barry-Eaton District Health Department would be available to discuss on site water and sewer disposal systems. There will be a public hearing April 26th at 9:30 AM at the Health Department regarding this issue.

Arbor Day will be celebrated at Lincoln Brick Park April 28th.

Commissioner Farhat moved the meeting adjourn to Wednesday, May 16, 2007 at 7:00 P.M. Seconded by Commissioner Pearl-Wright. Carried.

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

Memorandum

To: Eaton County Board of Commissioners
From: Timothy O. Vandermark, Equalization Director
Date: April 18, 2007
Subject: Recommendation for the Adoption of the 2007 Equalization Report

Commissioner Abed moved the approval of the following document. Seconded by Commissioner Farhat.

Ayes: Hosey, MacDowell, Abed, Strachan, Pearl-Wright, Farhat, Freeman, Forell, Keefe, Luna, Baker, Barr, Clarke, Peters, Brehler. Nays: None Carried.

The assessment rolls for all units have been received and reviewed by the Equalization Department.

Meetings with the Equalization Committee and assessing officers were held in December of 2007 to resolve any problems regarding the changes in value.

The 2006 Equalization Studies indicated a 4.5% increase in the value of existing properties, not including new construction. The total increase in equalized value from 2006 to 2007 including new construction is 4.97%. The valuations contained in this report are required to be at 50% of the true cash value. The traditional assessment and equalization process remains the same in order that requirements of the Michigan Constitution are met.

The Michigan voters approved Proposal A on March 5, 1994. Public Act 415 of 1994 contains many changes to the General Property Tax Laws regarding the implementation of Proposal A. The most significant change deals with the relationship of the state equalized value and taxable value. Taxable value replaces state equalized value for the levy of property taxes beginning in 1995. It is the taxable value, not the assessed/equalized value that is subject to the capped limitation. Therefore, the 2006 taxable value can only increase by the inflation rate (3.7%) to determine the 2007 taxable value for each property (unless you purchased property in 2006). The total taxable value of Eaton County is not available at this time.

I hope the enclosed information will assist you in the adoption of the 2007 Equalization Report.

Attachments

4/5/2007

2007
EATON COUNTY TOTALS
EQUALIZED COMPARISON
BY CLASSIFICATION

Classification	2006 SEV	2007 SEV	Valuation Change	% Change
Agricultural	354,613,095	377,119,214	22,506,119	6.35%
Commercial	647,261,738	668,061,931	20,800,193	3.21%
Industrial	184,498,090	188,939,792	4,441,702	2.41%
Residential	2,636,615,877	2,771,728,117	135,112,240	5.12%
Developmental	24,690,000	26,142,475	1,452,475	5.88%
Total Real	3,847,678,800	4,031,991,529	184,312,729	4.79%
Total personal	224,133,813	242,093,145	17,959,332	8.01%
GRAND TOTAL	**4,071,812,613**	**4,274,084,674**	**202,272,061**	**4.97%**

2007 EATON COUNTY
ASSESSED VALUATION

Townships	Real	Personal	Total
Bellevue	99,803,500	2,852,300	102,655,800
Benton	118,676,100	7,024,200	125,700,300
Brookfield	70,128,739	1,139,094	71,267,833
Carmel	116,053,605	2,163,412	118,217,017
Chester	77,953,500	1,262,000	79,215,500
Delta Charter	1,457,683,900	100,684,700	1,558,368,600
Eaton	157,355,200	4,466,839	161,822,039
Eaton Rapids	165,985,000	4,021,700	170,006,700
Hamlin	130,001,700	3,286,900	133,288,600
Kalamo	73,859,600	1,121,700	74,981,300
Oneida Charter	181,017,600	8,508,300	189,525,900
Roxand	79,045,100	1,429,500	80,474,600
Sunfield	87,471,250	3,353,550	90,824,800
Vermontville	69,150,500	3,902,900	73,053,400
Walton	81,390,760	3,197,687	84,588,447
Windsor Charter	278,635,100	11,373,700	290,008,800
Township Total	3,244,211,154	159,788,482	3,403,999,636
Cities			
Charlotte	254,230,315	22,245,553	276,475,868
Eaton Rapids	137,034,600	16,528,700	153,563,300
Grand Ledge	250,053,970	10,804,010	260,857,980
Lansing	77,440,700	26,933,400	104,374,100
Olivet	19,289,940	1,324,300	20,614,240
Potterville	49,730,850	4,468,700	54,199,550
City Total	787,780,375	82,304,663	870,085,038
County Total	4,031,991,529	242,093,145	4,274,084,674

2007 EATON COUNTY
RECOMMENDED EQUALIZATION

Townships	Real	Personal	Total
Bellevue	99,803,500	2,852,300	102,655,800
Benton	118,676,100	7,024,200	125,700,300
Brookfield	70,128,739	1,139,094	71,267,833
Carmel	116,053,605	2,163,412	118,217,017
Chester	77,953,500	1,262,000	79,215,500
Delta Charter	1,457,683,900	100,684,700	1,558,368,600
Eaton	157,355,200	4,466,839	161,822,039
Eaton Rapids	165,985,000	4,021,700	170,006,700
Hamlin	130,001,700	3,286,900	133,288,600
Kalamo	73,859,600	1,121,700	74,981,300
Oneida Charter	181,017,600	8,508,300	189,525,900
Roxand	79,045,100	1,429,500	80,474,600
Sunfield	87,471,250	3,353,550	90,824,800
Vermontville	69,150,500	3,902,900	73,053,400
Walton	81,390,760	3,197,687	84,588,447
Windsor Charter	278,635,100	11,373,700	290,008,800
Township Total	3,244,211,154	159,788,482	3,403,999,636
Cities			
Charlotte	254,230,315	22,245,553	276,475,868
Eaton Rapids	137,034,600	16,528,700	153,563,300
Grand Ledge	250,053,970	10,804,010	260,857,980
Lansing	77,440,700	26,933,400	104,374,100
Olivet	19,289,940	1,324,300	20,614,240
Potterville	49,730,850	4,468,700	54,199,550
City Total	787,780,375	82,304,663	870,085,038
County Total	4,031,991,529	242,093,145	4,274,084,674

2007 EATON COUNTY
EQUALIZATION RECOMMENDATION
REAL PROPERTY - AGRICULTURAL

Assessment Unit	Parcel Count	Valuation Assessed	Adding or Deducting	Valuation Equalized	% of Total Valuation	Ratio %
Townships						
Bellevue	258	22,945,300		22,945,300	6.0844%	50.00
Benton	235	27,354,800		27,354,800	7.2536%	50.00
Brookfield	275	29,125,850		29,125,850	7.7232%	50.00
Carmel	174	20,968,521		20,968,521	5.5602%	50.00
Chester	301	30,037,100		30,037,100	7.9649%	50.00
Delta Charter	16	3,945,700		3,945,700	1.0463%	50.00
Eaton	172	18,601,150		18,601,150	4.9324%	50.00
Eaton Rapids	216	22,285,500		22,285,500	5.9094%	50.00
Hamlin	249	23,721,200		23,721,200	6.2901%	50.00
Kalamo	277	28,068,900		28,068,900	7.4430%	50.00
Oneida Charter	261	31,514,100		31,514,100	8.3565%	50.00
Roxand	310	32,234,100		32,234,100	8.5475%	50.00
Sunfield	254	28,093,800		28,093,800	7.4496%	50.00
Vermontville	237	22,662,400		22,662,400	6.0093%	50.00
Walton	243	24,746,393		24,746,393	6.5620%	50.00
Windsor Charter	77	10,814,400		10,814,400	2.8676%	50.00
Township Total	**3,555**	**377,119,214**		**377,119,214**	**100.00%**	
Cities						
Charlotte						
Eaton Rapids						
Grand Ledge						
Lansing						
Olivet						
Potterville						
City Total						
County Total	**3,555**	**377,119,214**		**377,119,214**	**100.00%**	

2007 EATON COUNTY
EQUALIZATION RECOMMENDATION
REAL PROPERTY - COMMERCIAL

Assessment Unit	Parcel Count	Valuation Assessed	Adding or Deducting	Valuation Equalized	% of Total Valuation	Ratio %
Townships						
Bellevue	89	4,525,100		4,525,100	0.6773%	50.00
Benton	48	3,145,200		3,145,200	0.4708%	50.00
Brookfield	4	141,300		141,300	0.0212%	50.00
Carmel	13	1,325,856		1,325,856	0.1985%	50.00
Chester	8	262,500		262,500	0.0393%	50.00
Delta Charter	632	434,067,800		434,067,800	64.9742%	50.00
Eaton	48	4,582,300		4,582,300	0.6859%	50.00
Eaton Rapids	25	3,444,700		3,444,700	0.5156%	50.00
Hamlin	19	1,254,400		1,254,400	0.1878%	50.00
Kalamo	7	296,400		296,400	0.0444%	50.00
Oneida Charter	64	12,053,900		12,053,900	1.8043%	50.00
Roxand	43	1,677,500		1,677,500	0.2511%	50.00
Sunfield	53	3,436,100		3,436,100	0.5143%	50.00
Vermontville	29	1,264,200		1,264,200	0.1892%	50.00
Walton	13	528,706		528,706	0.0791%	50.00
Windsor Charter	119	26,745,000		26,745,000	4.0034%	50.00
Township Total	**1,214**	**498,750,962**		**498,750,962**	**74.6564%**	
Cities						
Charlotte	357	65,512,309		65,512,309	9.8063%	50.00
Eaton Rapids	177	20,666,700		20,666,700	3.0935%	50.00
Grand Ledge	249	56,366,810		56,366,810	8.4374%	50.00
Lansing	23	15,185,600		15,185,600	2.2731%	50.00
Olivet	39	3,306,000		3,306,000	0.4949%	50.00
Potterville	86	8,273,550		8,273,550	1.2384%	50.00
City Total	**931**	**169,310,969**		**169,310,969**	**25.3436%**	
County Total	**2,145**	**668,061,931**		**668,061,931**	**100.00%**	

2007 EATON COUNTY
EQUALIZATION RECOMMENDATION
REAL PROPERTY - INDUSTRIAL

Assessment Unit	Parcel Count	Valuation Assessed	Adding or Deducting	Valuation Equalized	% of Total Valuation	Ratio %
Townships						
Bellevue						
Benton						
Brookfield	8	220,600		220,600	0.1168%	50.00
Carmel	6	103,294		103,294	0.0547%	50.00
Chester						
Delta Charter	240	118,684,000		118,684,000	62.8158%	50.00
Eaton	10	767,650		767,650	0.4063%	50.00
Eaton Rapids	4	92,200		92,200	0.0488%	50.00
Hamlin	12	1,026,000		1,026,000	0.5430%	50.00
Kalamo						
Oneida Charter	35	2,259,800		2,259,800	1.1960%	50.00
Roxand	3	253,300		253,300	0.1341%	50.00
Sunfield	22	2,850,600		2,850,600	1.5087%	50.00
Vermontville	7	403,700		403,700	0.2137%	50.00
Walton	15	943,050		943,050	0.4991%	50.00
Windsor Charter	39	3,909,300		3,909,300	2.0691%	50.00
Township Total	**401**	**131,513,494**		**131,513,494**	**69.6060%**	
Cities						
Charlotte	46	17,955,518		17,955,518	9.5033%	50.00
Eaton Rapids	27	9,577,600		9,577,600	5.0691%	50.00
Grand Ledge	24	10,627,930		10,627,930	5.6250%	50.00
Lansing	8	17,451,900		17,451,900	9.2368%	50.00
Olivet	4	295,700		295,700	0.1565%	50.00
Potterville	13	1,517,650		1,517,650	0.8032%	50.00
City Total	**122**	**57,426,298**		**57,426,298**	**30.3940%**	
County Total	**523**	**188,939,792**		**188,939,792**	**100.00%**	

2007 EATON COUNTY
EQUALIZATION RECOMMENDATION
REAL PROPERTY - RESIDENTIAL

Assessment Unit	Parcel Count	Valuation Assessed	Adding or Deducting	Valuation Equalized	% of Total Valuation	Ratio %
Townships						
Bellevue	1,377	72,333,100		72,333,100	2.6097%	50.00
Benton	1,171	86,909,200		86,909,200	3.1356%	50.00
Brookfield	784	40,640,989		40,640,989	1.4663%	50.00
Carmel	1,253	92,843,259		92,843,259	3.3497%	50.00
Chester	673	47,653,900		47,653,900	1.7193%	50.00
Delta Charter	10,786	890,770,100		890,770,100	32.1377%	50.00
Eaton	1,784	132,500,700		132,500,700	4.7804%	50.00
Eaton Rapids	1,805	139,914,100		139,914,100	5.0479%	50.00
Hamlin	1,469	104,000,100		104,000,100	3.7522%	50.00
Kalamo	748	45,494,300		45,494,300	1.6414%	50.00
Oneida Charter	1,518	131,276,000		131,276,000	4.7363%	50.00
Roxand	744	44,880,200		44,880,200	1.6192%	50.00
Sunfield	952	53,090,750		53,090,750	1.9154%	50.00
Vermontville	954	44,820,200		44,820,200	1.6170%	50.00
Walton	957	55,172,611		55,172,611	1.9905%	50.00
Windsor Charter	2,771	229,312,800		229,312,800	8.2733%	50.00
Township Total	**29,746**	**2,211,612,309**		**2,211,612,309**	**79.7918%**	
Cities						
Charlotte	3,299	170,762,488		170,762,488	6.1609%	50.00
Eaton Rapids	1,903	105,863,000		105,863,000	3.8194%	50.00
Grand Ledge	2,410	183,059,230		183,059,230	6.6045%	50.00
Lansing	817	44,803,200		44,803,200	1.6164%	50.00
Olivet	361	15,688,240		15,688,240	0.5660%	50.00
Potterville	965	39,939,650		39,939,650	1.4410%	50.00
City Total	**9,755**	**560,115,808**		**560,115,808**	**20.2082%**	
County Total	**39,501**	**2,771,728,117**		**2,771,728,117**	**100.00%**	

2007 EATON COUNTY
EQUALIZATION RECOMMENDATION
REAL PROPERTY - DEVELOPMENTAL

Assessment Unit	Parcel Count	Valuation Assessed	Adding or Deducting	Valuation Equalized	% of Total Valuation	Ratio %
Townships						
Bellevue						
Benton	10	1,266,900		1,266,900	4.8461%	50.00
Brookfield						
Carmel	4	812,675		812,675	3.1086%	50.00
Chester						
Delta Charter	29	10,216,300		10,216,300	39.0793%	50.00
Eaton	9	903,400		903,400	3.4557%	50.00
Eaton Rapids	2	248,500		248,500	0.9506%	50.00
Hamlin						
Kalamo						
Oneida Charter	29	3,913,800		3,913,800	14.9710%	50.00
Roxand						
Sunfield						
Vermontville						
Walton						
Windsor Charter	102	7,853,600		7,853,600	30.0415%	50.00
Township Total	**185**	**25,215,175**		**25,215,175**	**100.0000%**	
Cities						
Charlotte						
Eaton Rapids	7	927,300		927,300	3.5471%	50.00
Grand Ledge						
Lansing						
Olivet						
Potterville						
City Total	**7**	**927,300**		**927,300**	**3.5471%**	
County Total	**192**	**26,142,475**		**26,142,475**	**100.00%**	

2007 EATON COUNTY
EQUALIZATION RECOMMENDATION
PERSONAL PROPERTY

Assessment Unit	Parcel Count	Valuation Assessed	Adding or Deducting	Valuation Equalized	% of Total Valuation	Ratio %
Townships						
Bellevue	84	2,852,300		2,852,300	1.1782%	50.00
Benton	68	7,024,200		7,024,200	2.9014%	50.00
Brookfield	17	1,139,094		1,139,094	0.4705%	50.00
Carmel	29	2,163,412		2,163,412	0.8936%	50.00
Chester	29	1,262,000		1,262,000	0.5213%	50.00
Delta Charter	1,849	100,684,700		100,684,700	41.5892%	50.00
Eaton	50	4,466,839		4,466,839	1.8451%	50.00
Eaton Rapids	54	4,021,700		4,021,700	1.6612%	50.00
Hamlin	43	3,286,900		3,286,900	1.3577%	50.00
Kalamo	13	1,121,700		1,121,700	0.4633%	50.00
Oneida Charter	94	8,508,300		8,508,300	3.5145%	50.00
Roxand	44	1,429,500		1,429,500	0.5905%	50.00
Sunfield	57	3,353,550		3,353,550	1.3852%	50.00
Vermontville	50	3,902,900		3,902,900	1.6121%	50.00
Walton	41	3,197,687		3,197,687	1.3208%	50.00
Windsor Charter	236	11,373,700		11,373,700	4.6981%	50.00
Township Total	**2,758**	**159,788,482**		**159,788,482**	**66.0029%**	
Cities						
Charlotte	538	22,245,553		22,245,553	9.1888%	50.00
Eaton Rapids	349	16,528,700		16,528,700	6.8274%	50.00
Grand Ledge	371	10,804,010		10,804,010	4.4627%	50.00
Lansing	79	26,933,400		26,933,400	11.1252%	50.00
Olivet	103	1,324,300		1,324,300	0.5470%	50.00
Potterville	96	4,468,700		4,468,700	1.8459%	50.00
City Total	**1,536**	**82,304,663**		**82,304,663**	**33.9971%**	
County Total	**4,294**	**242,093,145**		**242,093,145**	**100.00%**	

2007 EATON COUNTY
EQUALIZED COMPARISON

Townships	2001	2005	2006	2007
Bellevue	65,507,100	94,327,400	99,142,400	102,655,800
Benton	74,243,500	108,948,400	118,976,100	125,700,300
Brookfield	41,083,300	58,774,909	63,669,580	71,267,833
Carmel	67,249,700	102,312,100	112,765,700	118,217,017
Chester	49,415,000	70,060,900	76,527,500	79,215,500
Delta Charter	1,114,771,700	1,439,887,700	1,505,167,800	1,558,368,600
Eaton	105,077,400	139,249,500	153,092,700	161,822,039
Eaton Rapids	105,264,050	153,679,900	164,968,400	170,006,700
Hamlin	77,656,900	112,587,000	124,749,200	133,288,600
Kalamo	47,630,600	63,949,700	68,703,300	74,981,300
Oneida Charter	115,890,300	167,057,000	182,261,800	189,525,900
Roxand	50,106,400	73,937,700	76,687,700	80,474,600
Sunfield	57,006,700	80,817,900	85,856,500	90,824,800
Vermontville	45,844,450	65,600,900	68,768,900	73,053,400
Walton	46,995,700	69,994,767	76,636,398	84,588,447
Windsor Charter	182,031,900	256,066,700	269,466,200	290,008,800
Township Total	2,245,774,700	3,057,252,476	3,247,440,178	3,403,999,636

Cities				
Charlotte	173,707,700	249,152,800	263,924,600	276,475,868
Eaton Rapids	108,464,600	138,145,400	150,598,700	153,563,300
Grand Ledge	162,795,809	222,446,470	244,372,775	260,857,980
Lansing	54,945,600	75,323,400	94,550,300	104,374,100
Olivet	15,301,600	19,381,300	19,709,400	20,614,240
Potterville	30,403,800	46,324,890	51,216,660	54,199,550
City Total	545,619,109	750,774,260	824,372,435	870,085,038
County Total	2,791,393,809	3,808,026,736	4,071,812,613	4,274,084,674

PERSONAL AND REAL PROPERTY - TOTALS

STATEMENT of acreage and valuation made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

STATEMENT YEAR: **2007**

COUNTY: 23 EATON

		NUMBER OF ACRES ASSESSED	TOTAL REAL PROPERTY VALUATIONS (TOTALS FROM PAGES 2 AND 3)		PERSONAL PROPERTY VALUATIONS		
		(COL. 1) ACRES HUNDREDTHS	(COL. 2) ASSESSED VALUATIONS	(COL. 3) EQUALIZED VALUATIONS	(COL. 4) ASSESSED VALUATIONS	(COL. 5) EQUALIZED VALUATIONS	((AS VA
TOWNSHIP OR CITY TOWNSHIPS:							
1	BELLEVUE	22,800.92	99,803,500	99,803,500	2,852,300	2,852,300	
2	BENTON	21,006.54	118,676,100	118,676,100	7,024,200	7,024,200	
3	BROOKFIELD	23,009.78	70,128,739	70,128,739	1,139,094	1,139,094	
4	CARMEL	21,351.92	116,053,605	116,053,605	2,163,412	2,163,412	
5	CHESTER	23,009.55	77,953,500	77,953,500	1,262,000	1,262,000	
6	DELTA CHARTER	19,638.74	1,457,683,900	1,457,683,900	100,684,700	100,684,700	
7	EATON	20,026.22	157,355,200	157,355,200	4,466,839	4,466,839	
8	EATON RAPIDS	21,766.07	165,985,000	165,985,000	4,021,700	4,021,700	
9	HAMLIN	21,845.07	130,001,700	130,001,700	3,286,900	3,286,900	
10	KALAMO	23,118.92	73,859,600	73,859,600	1,121,700	1,121,700	
11	ONEIDA	20,500.32	181,017,600	181,017,600	8,508,300	8,508,300	
12	ROXAND	23,132.30	79,045,100	79,045,100	1,429,500	1,429,500	
13	SUNFIELD	23,246.56	87,471,250	87,471,250	3,353,550	3,353,550	
14	VERMONTVILLE	23,152.67	69,150,500	69,150,500	3,902,900	3,902,900	
15	WALTON	21,661.95	81,390,760	81,390,760	3,197,687	3,197,687	
16	WINDSOR CHARTER	21,386.66	278,635,100	278,635,100	11,373,700	11,373,700	
CITIES:							
51	CHARLOTTE	3,718.13	254,230,315	254,230,315	22,245,553	22,245,553	
52	EATON RAPIDS	2,158.38	137,034,600	137,034,600	16,528,700	16,528,700	
53	GRAND LEDGE	1,904.29	250,053,970	250,053,970	10,804,010	10,804,010	
54	LANSING	1,964.99	77,440,700	77,440,700	26,933,400	26,933,400	
55	OLIVET	543.25	19,289,940	19,289,940	1,324,300	1,324,300	
56	POTTERVILLE	1,220.17	49,730,850	49,730,850	4,468,700	4,468,700	
Totals for County	99	362,163.40	4,031,991,529	4,031,991,529	242,093,145	242,093,145	

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF EATON COUNTY, CHARLOTTE, MICHIGAN
DATE: April 18, 2007

WE HEREBY CERTIFY That the foregoing is a true statement of the number of acres of land in each township and city in the County of Eaton and of the value of the real property and of the personal property in each township and city in said county as assessed in year 2007, and of the aggregate valuation of the real property and personal property in each township and city in said county as equalized by the Board of Commissioners of said county on the 18 th day of April, 2007, at a meeting of said board held in pursuance of the provisions of Sections 209.1 - 209.8, MCL. We further certify that said statement does not embrace any property taxed under P.A. 77 of 1951; P.A. 68 of 1963; P.A. 198 of 1974; P.A 255 of 1978; P.A. 385 of 1984; P.A. 224 of 1985; P.A. 147 of 1992; or Section 5 of Article IX of the Constitution of the State.

Dated at Charlotte, MI this 18th Day of April, 2007

Chairman of Bo

Director of County Tax or Equalization Department

Clerk of Boar

EQUALIZED VALUATIONS - REAL

STATEMENT of valuation made in accordance with Sections 209.1 - 209.8 of the Michigan Compiled Laws.

STATEMENT YEAR: **2007**

REAL PROPERTY EQUALIZED VALUATIONS BY COUNTY BOARD OF COMMISSIO

COUNTY: 23 EATON

		(COL. 1) AGRICULTURE	(COL. 2) COMMERCIAL	(COL. 3) INDUSTRIAL	(COL. 4) RESIDENTIAL	(COL. 5) TIMBER-CUTOVER	DE
TOWNSHIP OR CITY TOWNSHIPS:							
1	BELLEVUE	22,945,300	4,525,100	0	72,333,100	0	
2	BENTON	27,354,800	3,145,200	0	86,909,200	0	
3	BROOKFIELD	29,125,850	141,300	220,600	40,640,989	0	
4	CARMEL	20,968,521	1,325,856	103,294	92,843,259	0	
5	CHESTER	30,037,100	262,500	0	47,653,900	0	
6	DELTA CHARTER	3,945,700	434,067,800	118,684,000	890,770,100	0	
7	EATON	18,601,150	4,582,300	767,650	132,500,700	0	
8	EATON RAPIDS	22,285,500	3,444,700	92,200	139,914,100	0	
9	HAMLIN	23,721,200	1,254,400	1,026,000	104,000,100	0	
10	KALAMO	28,068,900	296,400	0	45,494,300	0	
11	ONEIDA	31,514,100	12,053,900	2,259,800	131,276,000	0	
12	ROXAND	32,234,100	1,677,500	253,300	44,880,200	0	
13	SUNFIELD	28,093,800	3,436,100	2,850,600	53,090,750	0	
14	VERMONTVILLE	22,662,400	1,264,200	403,700	44,820,200	0	
15	WALTON	24,746,393	528,706	943,050	55,172,611	0	
16	WINDSOR CHARTER	10,814,400	26,745,000	3,909,300	229,312,800	0	
CITIES:							
51	CHARLOTTE	0	65,512,309	17,955,518	170,762,488	0	
52	EATON RAPIDS	0	20,666,700	9,577,600	105,863,000	0	
53	GRAND LEDGE	0	56,366,810	10,627,930	183,059,230	0	
54	LANSING	0	15,185,600	17,451,900	44,803,200	0	
55	OLIVET	0	3,306,000	295,700	15,688,240	0	
56	POTTERVILLE	0	8,273,550	1,517,650	39,939,650	0	
Totals for County 99		377,119,214	668,061,931	188,939,792	2,771,728,117	0	

OFFICE OF THE COUNTY BOARD OF COMMISSIONERS OF EATON COUNTY, CHARLOTTE, MICHIGAN
DATE: April 18, 2007

WE HEREBY CERTIFY That the foregoing is a true statement of the equalized valuations of real property classifications in each township and city in the County of Eaton in the year 2007, as determined by the Board of Commissioners of said county on the 18th day of April, 2007 at a meeting of said board held in pursuance of the provisions of Sections 209.1 - 209.8, MCL. We further certify that said statement does not embrace any property taxed under P.A. 77 of 1951; P.A. 68 of 1963; P.A. 198 of 1974; P.A. 255 of 1978; P.A. 385 of 1984; P.A. 224 of 1985; P.A. 147 of 1992; or Section 5 of Article IX of the Constitution of the State.

Dated at Charlotte, MI this 18 th Day of April, 2007

Chairman

Director of County Tax or Equalization Department

Clerk of

EATON COUNTY BOARD OF COMMISSIONERS

April 18, 2007

RESOLUTION TO APPROVE MICHIGAN EMERGENCY MANAGEMENT ASSISTANCE COMPACT

Introduced by the Public Safety Committee

Commissioner Freeman moved the approval of the following resolution. Seconded by Commissioner Forell.

WHEREAS, the State of Michigan Emergency Management Act, Act 390 of the Public Acts of 1976, as amended M.C.L. 30.401 et.seq. authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statues also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon request of the duty constituted authority of the area; and

WHEREAS, the Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Act 390 of the Public Acts of 1976, as amended among political subdivisions within the State.

NOW, THEREFORE BE IT RESOLVED, by the Eaton County Board of Commissioners that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Michigan Emergency Management Assistance Compact which is attached hereto and incorporated by reference.

Carried.

STATE of MICHIGAN, COUNTY of EATON
FILED
APR 19 2007
M. FRANCES FULLER
EATON COUNTY CLERK

MICHIGAN EMERGENCY MANAGEMENT ASSISTANCE COMPACT

The Michigan State Police Emergency Management Division
Revised - October 8, 2004

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MICHIGAN EMERGENCY MANAGEMENT ASSISTANCE COMPACT

PREAMBLE

This agreement is entered into between the Michigan State Police Emergency Management Division on behalf of the State of Michigan, and by and among each county, municipality, township, federally recognized tribal nation and interlocal public agency that executes this agreement and adopts its terms and conditions, in view of the following facts:

WHEREAS, under MCL 30.403, the governor is responsible for coping with dangers to this state or the people of this state presented by a disaster or emergency and may issue executive orders, proclamations and directives having the force and effect of law to implement the provisions of the Michigan Emergency Management Act (P.A. 390 of 1976 as amended; MCL 30.401 *et seq.*); and

WHEREAS, under MCL 30.407, the director of the Department of State Police is ex officio the state director of emergency management, and the director or his or her designee is empowered to coordinate all federal, state, county, and municipal disaster prevention, mitigation, relief, and recovery operations within the state in compliance with the applicable provisions of the Michigan Emergency Management Plan; and

WHEREAS, under MCL 30.407a, the Emergency Management Division is charged with coordinating within this state the emergency management activities of county, municipal, state, and federal governments; and

WHEREAS, under MCL 30.407a(4)(h), the Emergency Management Division may provide for the coordination and cooperation of state agencies and departments with federal and local government agencies and departments in emergency management activities; and

WHEREAS, under MCL 30.410(2), municipalities and counties may enter into mutual aid or reciprocal aid agreements or compacts with other counties, municipalities, public agencies, private sector agencies, federally recognized tribal nations or all of these entities; and

WHEREAS, under MCL 30. 407a (4) (j), the Emergency Management Division may propose and administer statewide mutual aid compacts and agreements; and

WHEREAS, under MCL 3.991 *et seq.*, the State of Michigan has entered into and agreed to participate in the interstate Emergency Management Assistance Compact (EMAC), with authority and responsibility for the coordination of the state's participation in EMAC delegated to the Emergency Management Division; and

WHEREAS, under Executive Order 2003-6, the director of the Department of State Police also has been appointed by the governor as the state director of homeland security, with the Emergency Management Division designated as the focal point and coordinating agency for all issues and actions related to homeland security within this state; and

WHEREAS, the State of Michigan and each of its political subdivisions must confront the threats to public health and safety posed by possible terrorist attacks involving chemical, biological, nuclear, radiological, incendiary or explosive (CBRNE) weapons of mass destruction; and

WHEREAS, the State of Michigan and each of its political subdivisions continue to face threats to public health and safety from both man-made and natural emergencies and disasters, including, but not limited to: fires; floods; snow storms; ice storms; tornadoes; wind storms; wave action; oil spills; water contamination; utility failures; hazardous peacetime radiological incidents; major transportation accidents; hazardous materials incidents; epidemics; air contamination; blight; drought; infestation; explosions; hostile military or paramilitary actions; riots; or civil disorders capable of causing severe damage to property and danger to life; and

WHEREAS, neither the State of Michigan nor any of its individual political subdivisions possesses all the necessary resources to cope with every possible emergency or disaster by itself, and an effective, efficient response can best be achieved by the application and leveraging of the collective resources of the state and its political subdivisions; and

WHEREAS, the parties to this agreement have determined that it is in their collective best interests to develop and implement comprehensive preparedness plans and conduct joint exercises prior to a sudden and immediate need in order to enhance the efficiency and effectiveness of their response to any emergency or disaster; and

WHEREAS, the Constitution and people of the State of Michigan have long recognized the value of cooperation by and among the state and its political subdivisions;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I: DEFINITIONS

1. **Agreement**: Michigan Emergency Management Assistance Compact (MEMAC).
2. **Assisting Party**: Any participating governmental entity furnishing equipment, services and/or personnel to a requesting party under this agreement.
3. **Authorized Representative**: The chief executive of a participating governmental entity, or his or her designee, who has written authorization to request, offer, or provide assistance under the terms of this agreement.
4. **Disaster**: An occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including, but not limited to, fire, flood, snowstorm, ice storm, tornado, windstorm, wave action, oil spill, water contamination, utility failure, hazardous peacetime radiological incident, major transportation accident, hazardous materials incident, epidemic, air contamination, blight, drought, infestation, explosion, or hostile military action or paramilitary action, or similar occurrences resulting from terrorist activities, riots, or civil disorders. (MCL 30.402(e))
5. **Emergency**: Any occasion or instance in which the governor determines state assistance is needed to supplement local efforts and capabilities to save lives, protect property and the public health and safety, or to lessen or avert the threat of a catastrophe in any part of the state. (MCL 30.402(h))
6. **Emergency Management Division**: The Michigan State Police Emergency Management Division (MSPEMD). (MCL 30.407a)
7. **Federal Emergency Management Agency (FEMA)**: a former independent agency that became part of the new Department of Homeland Security in March 2003 - is tasked with responding to, planning for, recovering from and mitigating against disasters.
8. **Federally Recognized Tribal Nation**: A Native American Indian tribe located within the State of Michigan and recognized by the U.S. Department of Interior, Bureau of Indian Affairs.
9. **Interlocal Public Agency**: A governmental entity created by an agreement between other governmental entities pursuant to MCL 124.501 *et seq.*
10. **Local State of Emergency**: A proclamation or declaration by the chief executive official of a county or municipality that activates the response and recovery aspects

of all applicable local or interjurisdictional emergency operations plans and authorizes the furnishing of assistance under those plans. (MCL 30.402(j))

11. **Michigan Emergency Management Act**: P. A. 390 of 1976 as amended in 1990 and 2002. (MCL 30. 401 *et seq.*)

12. **Michigan Emergency Management Plan**: A comprehensive emergency management plan that the Emergency Management Division is required to prepare and maintain that includes mitigation, preparedness, response and recovery for the state. (MCL 30. 407a (2))

13. **Other Serious Threats to Public Health and Safety**: Other threats or incidents such as those described above as "disasters," of sufficient magnitude that the necessary public safety response threatens to overwhelm local resources and requires mutual aid or other assistance, but for which no local, state or federal declaration of emergency or disaster is forthcoming or likely to result.

14. **Participating Government**: The State of Michigan, as well as any political subdivision that executes this agreement and supplies a complete, executed copy to the Emergency Management Division.

15. **Period of Assistance**: The period of time beginning with the departure of any personnel and/or equipment of the assisting party from any point for the purpose of traveling to provide assistance to the requesting party, and ending upon the return of all the assisting party's personnel and equipment, after providing the assistance requested, to their residence or regular place of work, whichever occurs first. The period of assistance shall not include any portion of the trip during which the personnel of the assisting party are engaged in activities not reasonably necessary for their safe travel to or from the jurisdiction of the requesting party.

16. **Political Subdivision**: A county, municipality, school district or other governmental unit, agency, body, board or commission which is not a state department, board, commission or agency of state government. (MCL 30.402(n))

17. **Requesting Party**: Any participating governmental entity requesting and receiving emergency assistance under this agreement.

18. **Work or Work-Related Period**: Any period of time in which either the personnel or equipment of the assisting party are being used by or on behalf of the requesting party to provide emergency assistance, and for which the requesting party agrees to reimburse the assisting party. Specifically included within such work-related periods are reasonable meal or rest breaks, following which the personnel of the assisting party return to active emergency assistance work.

ARTICLE II: ELIGIBILITY AND PROCESS FOR PARTICIPATION

The State of Michigan, counties, municipalities, townships, political subdivisions, federally recognized tribal nations and interlocal public agencies of the State of Michigan may become a party to this agreement by executing a copy of this agreement and providing a copy with original signatures and authorizing resolution(s) to the Emergency Management Division. The list of authorized representatives for each participating governmental entity executing this agreement shall be attached as "Attachment A", and shall be updated as needed by means of written notification to the Emergency Management Division. Each participating government shall cooperate with the Emergency Management Division to the extent possible in providing requested information for the development of files or databases of relevant resources.

ARTICLE III: GENERAL IMPLEMENTATION PROCEDURES

When a participating government either becomes affected by, or is under imminent threat of, an emergency, disaster or other serious threat to public health and safety, an authorized representative of that entity may invoke this agreement by communicating a request for assistance by any practical means to the Emergency Management Division through the Michigan State Police Operations Desk, which is the central, 24-hour, emergency communications center for the State of Michigan. The Operations Desk shall immediately notify the Emergency Management Division of all such requests. Verbal requests shall be confirmed in writing within 24 hours of the original request. All requests for assistance under MEMAC must be made to the Emergency Management Division through the Operations Desk. Direct requests for assistance between or among participating governments shall be considered as activation of local or regional mutual aid or reciprocal aid agreements, and not MEMAC; however, this does not preclude later requests for MEMAC assistance through the prescribed system.

Requests for assistance under MEMAC shall be limited to emergencies, disasters or other serious threats to public health and safety. MEMAC is primarily intended to facilitate a comprehensive and coordinated response to major or widespread threats or catastrophic events for which a local and gubernatorial declaration of a state of emergency or disaster for the affected jurisdiction(s) are anticipated or already issued. However, nothing precludes a requesting agency from invoking MEMAC for emergencies, disasters or other serious threats to public health and safety in the absence of a formal emergency or disaster declaration at any level. MEMAC assistance shall not be requested by any participating government unless it is anticipated that the resources available within the jurisdiction or through other, preexisting local or regional mutual aid or reciprocal aid compacts or agreements will be exhausted, inadequate or overwhelmed in response to the threat or event being faced.

The Emergency Management Division shall coordinate MEMAC planning and training, and occasionally conduct exercises of MEMAC activation and operations as deemed necessary. Exercises shall be designed and conducted so as to minimize extraordinary expenses to the extent possible. Participating governments shall not receive reimbursement for exercises, training or planning pertaining to MEMAC unless approved by the Emergency Management Division from available state or federal funds authorized for such purposes.

The established emergency management system for the State of Michigan will be followed to the extent practicable in implementing MEMAC. An authorized representative of the affected participating government must make requests for assistance under this agreement. Municipalities without an appointed emergency management coordinator shall coordinate requests for MEMAC assistance or for other state or federal assistance with their respective county emergency management coordinators as soon as practicable. Local emergency management coordinators shall, in turn, coordinate their activities with the Emergency Management Division through the division's district coordinator assigned to that area. See "Attachment E" for Summary Implementation Guidelines.

A. **Requests for Assistance under MEMAC**: Participating governments invoking MEMAC as requesting parties shall provide the Emergency Management Division with the information set forth in Article III, Paragraph F. The division shall then assess its database of available and relevant resources; contact other participating governments or mobilize state assets for assistance; and coordinate the mobilization of assistance under this agreement.

   Neither the Emergency Management Division nor the State of Michigan shall be responsible for any reimbursement or compensation costs associated with coordinating or facilitating such requests for assistance between or among participating governments, unless the Emergency Management Division is the requesting party on behalf of the State of Michigan. In all cases, the party receiving assistance shall be responsible for the costs incurred by any assisting party rendering aid under this agreement.

B. **Local/Regional Mutual Aid or Reciprocal Aid Compacts and Agreements:** Participating governments may, when faced with an emergency, disaster or other serious threat to public health and safety, invoke other, local or regional mutual aid or reciprocal aid compacts or agreements in lieu of, prior to, or in addition to, invoking MEMAC. Neither participation in nor requests for assistance under MEMAC shall preclude, supersede or negate the activation or the fulfillment of the terms of any local or regional mutual aid or reciprocal aid compacts and agreements.

C. **The State as Requesting Party:** The state director of emergency management may, with the approval of the governor, invoke MEMAC as the requesting party on behalf of the State of Michigan when: the director believes and the governor concurs that the threat or actual occurrence of an emergency, disaster or other serious threat to public health and safety is so severe or widespread that it significantly affects the safety and welfare of the people of the State of Michigan; the governor has issued or is expected to issue a declaration of a state of emergency or disaster for the affected jurisdiction(s); and the combined resources of the affected jurisdiction(s) and the state would be exhausted, overwhelmed or inadequate to respond to the event without additional assistance from other participating governments. The director shall seek input from the Emergency Management Division and its district coordinators assigned in the affected area(s) in determining whether to invoke MEMAC on behalf of the state. The Emergency Management Division shall fulfill all the responsibilities pertaining to assessment, notification, organization, providing information and reimbursement on behalf of the state when the state is the requesting party under MEMAC.

D. **Rights and Privileges**: The provisions of the Michigan Emergency Management Act (P.A. 390 of 1976 Sec.11 as amended; MCL 30.411) shall apply when the personnel, equipment or other resources of any participating government respond as an assisting party and provide emergency assistance outside their respective jurisdictions under any MEMAC request, for purposes of tort liability, immunity, authority, and worker's disability compensation.

Sec. 11. (1) Personnel of disaster relief forces while on duty shall:

(a) If they are an employee of the state, have the powers, duties, rights, privileges, and immunities of and receive the compensation incidental to their employment.

(b) If they are employees of a county, municipality, or other governmental agency regardless of where serving, have the powers, duties, rights, privileges, and immunities and receive the compensation incidental to their employment.

(c) If they are not employees of the state, a county, municipality, or other governmental agency, be entitled to the same rights and immunities as are provided by law for the employees of the state. All personnel of disaster relief forces shall, while on duty, be subject to the operational control of the authority in charge of disaster relief activities in the area in which they are serving, and shall be reimbursed for all actual and necessary travel and subsistence expenses.

Nothing in this agreement, including participation or non-participation by any eligible governmental entities, shall abrogate or supersede the powers and authority of the governor or state director of emergency management under MCL 30.401 *et seq.* to

provide direct state assistance (i.e., personnel, equipment or other resources), or to order local political subdivisions of the State of Michigan to provide mutual aid to affected areas outside their own respective jurisdictions, regardless of whether MEMAC has been activated. Neither shall it supersede or abrogate the powers and authority of the state fire marshal under MCL 419.201 *et seq.* or Executive Order No. 2003-18, to mobilize and require the assistance of fire departments outside their respective jurisdictions in the event of emergencies that affect the safety and welfare of the people of Michigan. However, it is the intent of MEMAC to enhance preparedness and response capabilities statewide through voluntary participation and advance planning by the State of Michigan and its political subdivisions, thereby reducing the need for the governor or state police director to exercise their compulsory powers related to mutual aid on an *ad hoc* emergency basis as authorized by law.

E. **No State, Division, or Signatory Liability:** In no event shall the Emergency Management Division, the State of Michigan, or any signatory to this agreement be responsible for costs associated with emergency assistance under this agreement in the absence of appropriated funds or where such funding would be contrary to law.

F. **Required Information**: Each request for assistance shall be accompanied by the following information, to the extent known:

1. A general description of the damage or harm sustained or threatened;
2. Identification of the emergency service function(s) for which assistance is needed (e.g. fire service, law enforcement, emergency medical services, transportation, search and rescue, communications, public works, engineering, building, inspection, planning and information assistance, mass care, resource support, public health, etc.), and the particular type of assistance needed;
3. The amount and type of personnel, equipment, materials, and supplies needed with a reasonable estimate of the length of time that each will be needed;
4. A proposed time and place for representatives of both the requesting and assisting parties to coordinate their activities and resources.

This information may be provided on the Assistance Request Form attached to this agreement as "Attachment B". The Emergency Management Division may subsequently and occasionally revise the format of "Attachment B" as needed. In that case, the division shall distribute copies of the revised form to all participating governments.

G. **Duty to Assess Availability of Resources and Render Assistance**: When contacted by the Emergency Management Division, the authorized representative(s) of any participating government shall assess their own situation to determine available personnel, equipment and other appropriate resources. It shall be the duty of each participating government to render all reasonably available assistance when requested under this agreement to the fullest extent possible and as expeditiously as possible.

However, a participating government may withhold, decline or refuse to provide any or all requested assistance even if available if such compliance would unreasonably jeopardize public health and safety, security or emergency response capabilities in its own jurisdiction. In such a case, an authorized representative of the participating government which has withheld or refused to provide requested assistance under MEMAC shall immediately notify the requesting party and the Emergency Management Division with an explanation, which shall be confirmed in writing to both the requesting party and the division within ten days.

An authorized representative of a participating government that agrees to provide assistance upon request under this agreement shall immediately communicate that assent and the information set forth in this Article III, Paragraph G below, to the extent known, to the Emergency Management Division by any means practicable. If the information is being provided in written form see Article III, Paragraph L for written acknowledgement guidelines.

1. A complete description of the personnel, equipment, and other resources to be furnished to the requesting party;
2. The estimated length of time that each of the personnel, equipment, and other resources will be available;
3. The areas of experience, training, and abilities of the personnel and the capability of the equipment to be furnished;
4. The name of the person or persons to be designated as supervisory personnel; and
5. The estimated time when each type of the assistance to be provided will arrive at the location designated by the requesting party.

H. **Standardized Incident Command System Required**: All participating governments involved in MEMAC shall operate during exercises or actual activation pursuant to a standardized incident command system or unified command system (also known as incident management system) as currently endorsed and adopted by

the U.S. Fire Administration (USFA). Adoption of any alternate incident command system must be endorsed by a majority vote of a joint inter-service committee of public safety officials representing law enforcement, fire service, emergency medical service and emergency management, convened and chaired by the director of the Emergency Management Division.

I. **Supervision and Control**: The personnel, equipment, and resources of any assisting party shall come and remain under the operational control of the incident commander from the time of arrival at the designated location for staging or response. Designated supervisory personnel of each assisting party shall retain direct supervision and control of their own personnel, equipment, and other resources. The incident commander shall assign work tasks to the supervisory personnel of each assisting party, who shall in turn assign work tasks and establish work schedules for their own personnel. In the event that two or more assisting parties combine to provide multijurisdictional teams or task forces according to their preexisting local or regional mutual aid compacts and operations, the supervisor(s) designated by the constituent jurisdictions shall exercise normal supervision and control of the team or task force as if it was an assisting party from a single jurisdiction.

Supervisory personnel of each assisting party shall: maintain daily personnel time records, material records and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources they have furnished; and report work progress to the incident commander through appropriate channels. The personnel, equipment and other resources of any assisting party may be recalled to respond to emergencies, disasters or other serious threats to public health and safety within their own respective jurisdictions at any time. In such an event, the assisting parties being recalled shall, if possible, provide at least twenty-four hours' advance notice to the incident commander and the Emergency Management Division; otherwise, such notice shall be provided as soon as practicable.

When providers such as Emergency Medical Services, that require medical control supervision, render pre-hospital emergency medical care outside of their region under a MEMAC request they will operate under the authority of their own existing Medical Control Authority.

J. **Food, Housing, & Self-Sufficiency**: Absent specific instructions or agreements to the contrary, the requesting party is ultimately responsible for providing safe and adequate food and housing for all assisting personnel during the entire period of assistance. However, recognizing that disasters and emergencies place

extraordinary demands and limitations on local resources and disrupt vital facilities and services in the stricken areas, it is expected that assisting parties should be self-sufficient to the extent possible. A requesting party may even specify that it will accept assistance only from assisting parties with self-sufficient personnel and resources.

K. **Communications**: Absent specific instructions or agreements to the contrary, the requesting party shall have the ultimate responsibility for coordinating communications among the personnel of the requesting and assisting parties. However, personnel, units, teams or task forces from each assisting party should be prepared to bring or obtain sufficient equipment for their own operations and communications needs.

L. **Written Acknowledgement**: Assisting parties shall respond to requests for assistance under this agreement by providing written acknowledgement to the requesting party and the Emergency Management Division as soon as practicable of the assistance to be rendered. This information may be provided on the Assistance Confirmation form attached to this agreement as "Attachment C". The Emergency Management Division may subsequently and occasionally revise the format of "Attachment C" as needed. In that case, the division shall distribute copies of the revised form to all participating governments.

ARTICLE IV: REIMBURSEMENT

The terms and conditions governing reimbursement for any assistance provided under this agreement shall be in accordance with the following provisions, unless otherwise mutually agreed upon in writing by the requesting and assisting parties.

Nothing in this agreement, nor the activation of the provisions of this agreement, precludes the chief executive official of a participating government from requesting, through the Emergency Management Division, state and/or federal assistance, and/or the issuance of a gubernatorial or presidential declaration of emergency or disaster, according to the provisions of the Michigan Emergency Management Act and the federal Disaster Relief Act of 1974 (known as the Robert T. Stafford Act—Public Law 93-288, 88 Stat. 143), as amended by the Disaster Mitigation Act of 2000.

A. **Personnel**: During the period of assistance, each assisting party shall continue to pay its employees according to its then prevailing ordinances, rules, contracts and regulations. The requesting party shall reimburse each assisting party for all direct and indirect payroll costs and expenses (including travel expenses) incurred during the period of assistance, including, but not limited to, employee pensions and benefits as provided by Generally Accepted Accounting Principles (GAAP).

B. **Equipment**: The requesting party is obligated to reimburse each assisting party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or the current Schedule of Equipment Rates published by the Federal Emergency Management Agency (FEMA). See "Attachment D" for the current Schedule of Equipment Rates published by FEMA. For those instances in which costs are reimbursed by FEMA, the eligible direct costs shall be determined in accordance with 44 Code of Federal Regulations (CFR) 206.228. Each assisting party shall pay for all repairs to its own equipment as deemed necessary by its on-site supervisor(s) in order to maintain the equipment in safe operating condition. If practical, the requesting party may, upon request, provide fuel, miscellaneous supplies and minor repairs to assisting parties. The total equipment charges invoiced to the requesting party for reimbursement shall be reduced by the total value of fuel, supplies and repairs furnished by the requesting party, as well as by the amount of any insurance proceeds covering the damaged assets received by the assisting party as the result of covered losses from the event.

C. **Materials and Supplies**: The requesting party shall reimburse each assisting party for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor, and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, willful and wanton misconduct, intentional misuse, or recklessness on the part of the assisting party involved. All assisting personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies they use during their response. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. As an alternative, the parties may agree that the requesting party will replace used or damaged materials and supplies with like kind and quality as acceptable to the assisting party.

D. **Record Keeping**: Each assisting party shall maintain records and submit invoices for reimbursement by the requesting party using the format used or required by FEMA publications, including 44 CFR Part 13, and applicable Office of Management and Budget (OMB) Circulars. Finance staff from both the requesting party and Emergency Management Division shall provide each assisting party with necessary information, directions and assistance for proper record keeping. In the event that the Emergency Management Division is invoiced as the requesting party on behalf of the state of Michigan under this agreement, all required documentation shall be provided to the division in accordance with the Michigan Emergency Management Act and the applicable administrative regulations.

E. **Payment**: Unless otherwise mutually agreed upon in writing by the requesting and assisting parties, each assisting party shall bill the requesting party for all reimbursable expenses with an itemized invoice as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with 44 CFR Part 206. The requesting party shall pay the invoice, or notify the billing party of any disputed items, as soon as practical. These time limits may be modified by mutual agreement.

The Emergency Management Division shall provide reimbursement for authorized expenses upon authorization from FEMA in the event of a presidential disaster declaration with public assistance provisions, or from the state disaster contingency fund under the provisions of MCL 30.419, or under such other law as may be applicable.

ARTICLE V: ARBITRATION OF DISPUTES REGARDING REIMBURSEMENT

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved in the following manner:

1. The party asserting noncompliance shall serve written notice to the other party or parties. The notice shall identify the specific compact provision alleged to have been violated and shall specify the factual and legal basis for the alleged noncompliance. Representatives of both parties shall therefore meet within 30 days in an effort to resolve the dispute.
2. In the event the controversy or claim is not resolved to the satisfaction of both parties within 90 days after service of the notice set forth in Section 1, either party may request that the controversy or claim be resolved through arbitration. Any arbitration under this provision shall be conducted under the commercial arbitration rules of the American Arbitration Association.
3. All parties shall bear their own costs of arbitration and attorney fees.
4. Nothing herein shall be construed to waive, limit or restrict any defense that is otherwise available to either party.

ARTICLE VI: INSURANCE

Each requesting and assisting party operating under this agreement shall bear the risk of its own actions as it would with normal, day-to-day operations, and determine for itself what kinds and amounts of insurance it should carry. The amount of reimbursement from any requesting party, or from any authorized state or federal

disaster relief funds, shall be reduced by the amount of any insurance proceeds covering the damaged assets that the requesting or assisting party collects as a result of losses experienced in rendering assistance pursuant to this agreement.

ARTICLE VII: LIABILITY

Requesting agencies shall not be responsible for the liability or the defense of the employees, volunteers, agents, and subcontractors, of the assisting parties.

ARTICLE VIII: LENGTH OF TIME FOR ACTIVATION UNDER MEMAC

Once a participating government has agreed and mobilized to respond as an assisting party under this agreement, the activation period may be terminated at any time by the requesting party if it is deemed that the threat or harm has subsided or outside resources and assistance are no longer needed. Otherwise, the period of obligation for assistance shall terminate no later than seven days after the initial activation regardless of whether there is a local or gubernatorial declaration of emergency or disaster, unless there is mutual agreement between or among the requesting and assisting parties to continue the activation for a specific number of days.

ARTICLE IX: SUPPLEMENTARY AGREEMENTS/ANNEXES

Specialized disciplines (e.g., fire service, EMS, HazMat response, etc.) may consider it necessary to develop supplementary agreements or annexes to MEMAC with more detailed plans or guidance for their response operations. Upon request, the Emergency Management Division shall convene and coordinate committees involving appropriate selected representatives from the discipline(s) involved to develop and promulgate such annexes or supplementary agreements.

All jurisdictions should note that when operating under an other than MEMAC mutual aid or reciprocal aid compact or agreement and it does not require the requesting parties to reimburse assisting parties, then the parties involved risk becoming ineligible for reimbursement from disaster relief or public assistance funds of the State of Michigan or federal government in the event of a gubernatorial and/or presidential disaster declaration. Also note that participating governments involved in MEMAC activation as assisting parties also risk becoming ineligible for reimbursement from disaster relief or public assistance funds of the State of Michigan or federal government if they make supplementary agreements in advance between or among themselves to waive reimbursement as required by this agreement.

ARTICLE X: TERM OF AGREEMENT AND PROCESS FOR WITHDRAWAL

This agreement shall be in effect for each participating government unless terminated

by advance written notice. Notice of termination or withdrawal from this agreement shall be made in writing and shall be served personally or by registered mail upon the director of the Emergency Management Division. Termination or withdrawal shall not be effective until thirty (30) days after the Emergency Management Division has received written notice. The termination or withdrawal from the agreement shall apply only to the participating government that has tendered the required notice; this agreement shall otherwise remain in full force and effect as to all other parties.

ARTICLE XI: IMPLEMENTATION OF MEMAC

This agreement shall become operative immediately upon its execution by any two eligible governmental entities, one of which may include the Emergency Management Division on behalf of the State of Michigan. It shall become effective for each successive signatory upon its execution by that political subdivision and receipt of the required legal documents by the Emergency Management Division, with no other actions required of any of the other participating governments.

ARTICLE XII: ROLE AND RESPONSIBILITIES OF THE EMERGENCY MANAGEMENT DIVISION

The role and responsibilities of the Emergency Management Division pertaining to MEMAC are to: administer and implement MEMAC; coordinate all exercises, planning and activation pertaining to MEMAC; maintain and update files or databases of participating governments and relevant documents; gather data pertaining to the relevant personnel, training, skills, equipment and other resources available from participating governments and serve as the central repository for files or databases of those resources; and fulfill the duties of notification, reimbursement, etc. when the State of Michigan is the requesting party under MEMAC. Nothing in this agreement herein shall be construed to limit the division from otherwise performing such duties and responsibilities as it may have under MCL 30.401 *et seq.*

ARTICLE XIII: SEVERABILITY; EFFECT ON OTHER AGREEMENTS

Should a court of competent jurisdiction rule any portion, section, or subsection of this agreement invalid or nullified, that fact shall not affect or invalidate any other portion, section or subsection. All remaining portions and sections of this agreement not invalidated or nullified by a court ruling shall remain in full force and effect.

This agreement shall not be construed so as to make any other agreement, arrangement or contract, other than this agreement itself, binding on any parties to this agreement.

ARTICLE XIV: AMENDMENTS AND REVISIONS

Except as otherwise specified within this agreement, notice of any amendments or revisions of MEMAC must be made in writing to all participating governments by the Emergency Management Division, and shall only take effect for each participating government upon its acceptance and execution of an amended instrument promulgated by the division.

Nothing in this section shall be construed so as to prevent or restrict participating governments from making bilateral or multilateral agreements among themselves regarding matters where such agreements are specifically authorized or contemplated by pertinent sections of this agreement.

ARTICLE XV: PARTICIPATION IN EMAC

The State of Michigan is currently a participating member in the interstate Emergency Management Assistance Compact (EMAC) according to the provisions of MCL 3.991 *et seq.* In cases where the State of Michigan has received a request and agreed to provide assistance to another state, province or territory under EMAC, but lacks the particular personnel, equipment or other resources necessary, the state director of emergency management may, with the approval of the governor, invoke MEMAC with the state as requesting party in order to solicit assistance from other participating governments to respond as state assets outside the State of Michigan under EMAC. Such assistance under EMAC shall be completely voluntary on the part of local participating governments.

Personnel, equipment and other resources of assisting parties responding outside Michigan through the concurrent activation of MEMAC and EMAC shall be considered as state assets for the purposes of liability, immunity and worker's compensation. The State of Michigan shall also be responsible for reimbursement of costs to assisting parties according to the provisions of MEMAC. Assisting parties from local participating governments responding on behalf of the State of Michigan shall not be activated outside the state longer than seven days except by mutual agreement between the assisting parties and the state director of emergency management upon request from the affected EMAC jurisdiction.

Nothing herein shall be deemed to constitute either an obligation of future appropriations or a pledge of the credit of the State of Michigan or signatory to this agreement.

.....

IN WITNESS WHEREOF, the parties set forth below have duly executed this Agreement on the date set forth below:

For Jurisdiction of: _____

Printed Name: _____

Title: _____ **Date:** _____

Signature: _____

Attest:

Printed Name: _____

Title: _____ **Date:** _____

Signature: _____

Approved As To Form By Attorney For Signatory:

Printed Name: _____

Title: _____ **Date:** _____

Signature: _____

Attachment A

AUTHORIZED REPRESENTATIVES CONTACT INFORMATION
Michigan Emergency Management Assistance Compact

Date: _____

Name of Governmental Entity: _____

Mailing Address: _____

City, State, Zip Code: _____

Primary Representative: _____

Title: _____

24 hour Phone: _____ **E-mail** _____

Address: _____

Day Phone: _____ **Night Phone:** _____

Pager: _____ **Fax:** _____

1st Alternate Name: _____

Title: _____

24 hour Phone: _____ **E-mail** _____

Address: _____

Day Phone: _____ **Night Phone:** _____

Pager: _____ **Fax:** _____

2nd Alternate Name: _____

Title: _____

24 hour Phone: _____ **E-mail** _____

Address: _____

Day Phone: _____ **Night Phone:** _____

Pager: _____ **Fax:** _____

Attachment B

MICHIGAN EMERGENCY MANAGEMENT ASSISTANCE COMPACT (MEMAC) ASSISTANCE REQUEST FORM			
TO BE COMPLETED BY THE REQUESTING AGENCY **Type or print all information except signatures**			
Date:	Time:	From the Political Subdivision of:	
Contact Person:		Telephone: ( )	FAX: ( )
Incident Requiring Assistance:			
General Description of the Damage Sustained:			
Type of Assistance/Resources Needed:			
Date & Time Resources Are Needed:			
Incident Base Location:			
Approximate Return Date/Time for Resources:			
Title:		Agency:	
Authorized Official's Name:		Authorized Official's Signature:	

Attachment C

MICHIGAN EMERGENCY MANAGEMENT ASSISTANCE COMPACT (MEMAC) ASSISTANCE CONFIRMATION FORM		
TO BE COMPLETED BY THE ASSISTING AGENCY **Type or print all information except signatures**		
Contact Person:	Telephone: ( )	FAX: ( )
Type of Assistance Available:		
Date & Time Resources Available:	From:	To:
Logistics Required From Requesting Agency:		
Date:	Time:	From the Political Subdivision of:
Title:	Agency:	
Authorized Official's Name:	Authorized Official's Signature:	

Attachment D

SCHEDULE OF EQUIPMENT RATES
FEDERAL EMERGENCY MANAGEMENT AGENCY
RESPONSE AND RECOVERY DIRECTORATE
INFRASTRUCTURE DIVISION
WASHINGTON, D.C. 20472

The rates on this Schedule of Equipment Rates are for applicant-owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incident to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 *Allowable Costs.* Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 *Appeals.*

Cost Code	Equipment	Capacity/Size	HP	Notes	Unit	Rate
8490	Aerial Lift, Self-Propelled	37 Ft	to 15	Articulated, Telescoping, Scissor.	hour	$4.00
8491	Aerial Lift, Self-Propelled	60 Ft	to 30	Articulated, Telescoping, Scissor.	hour	$11.00
8492	Aerial Lift, Self-Propelled	70 Ft	to 50	Articulated, Telescoping, Scissor.	hour	$20.50
8493	Aerial Lift, Self-Propelled	125 Ft	to 85	Articulated and Telescoping.	hour	$37.00
8494	Aerial Lift, Self-Propelled	150 Ft	to 130	Articulated and Telescoping.	hour	$58.00
8486	Aerial Lift, Truck Mntd	25 Ft		Articulated and Telescoping.	hour	$5.30
8487	Aerial Lift, Truck Mntd	50 Ft		Articulated and Telescoping.	hour	$8.90
8488	Aerial Lift, Truck Mntd	75 Ft		Articulated and Telescoping.	hour	$19.00
8489	Aerial Lift, Truck Mntd	100 Ft		Articulated and Telescoping.	hour	$36.00
8010	Air Compressor	41 CFM	to 10	Hoses included.	hour	$1.50
8011	Air Compressor	103 CFM	to 30	Hoses included.	hour	$4.10
8012	Air Compressor	130 CFM	to 50	Hoses included.	hour	$6.70
8013	Air Compressor	175 CFM	to 90	Hoses included.	hour	$11.75
8014	Air Compressor	400 CFM	to 145	Hoses included.	hour	$18.50
8015	Air Compressor	575 CFM	to 230	Hoses included.	hour	$29.00
8016	Air Compressor	1100 CFM	to 355	Hoses included.	hour	$43.00

8017	Air Compressor	1600 CFM	to 500	Hoses included.	hour	$58.00
8020	Air Curtain Burner		to 50	In ground burner.	hour	$5.40
8021	Air Curtain Burner		to 75	In ground burner.	hour	$6.10
8022	Air Curtain Burner		to 100	In ground burner.	hour	$6.90
8023	Air Curtain Burner		to 50	Above ground burner.	hour	$7.30
8024	Air Curtain Burner		to 75	Above ground burner.	hour	$9.70
8025	Air Curtain Burner		to 100	Above ground burner.	hour	$12.75
8040	Ambulance		to 150		hour	$16.50
8041	Ambulance		to 210		hour	$25.00
8060	Auger, Portable	16 In	to 6		hour	$1.10
8061	Auger, Portable	18 In	to 13		hour	$2.50
8062	Auger, Tractor Mntd	36 In	to 13	Includes digger, boom & mounting hardware.	hour	$1.75
8063	Auger, Truck Mntd	24 In	to 100	Guardrail post driver.	hour	$25.00
8070	Automobile		to 130	Transporting people.	mile	$0.37
8071	Automobile		to 130	Transporting cargo.	hour	$7.60
8072	Automobile, Police		to 250	Patrolling.	mile	$0.41
8073	Automobile, Police		to 250	Stationary with engine running.	hour	$11.00
8110	Barge, Deck	120'x30'x7.25'			hour	$24.50
8111	Barge, Deck	120'x45'x7'			hour	$38.00
8112	Barge, Deck	140'x45'x7'			hour	$51.00
8113	Barge, Deck	150'x45'x9'			hour	$60.00
8115	Barge, Hopper	200'x35'x12'		Open	hour	$45.00
8116	Barge, Hopper	200'x35'x12'		Closed	hour	$52.00
8050	Board, Arrow		to 8	Trailer Mounted.	hour	$2.80
8051	Board, Message		to 5	Trailer Mounted.	hour	$8.40
8133	Boat, Push	45'x21'x6'	to 435	Flat hull.	hour	$128.00
8134	Boat, Push	54'x21'x6'	to 525	Flat hull.	hour	$144.00
8135	Boat, Push	58'x24'x7.5'	to 705	Flat hull.	hour	$176.00
8136	Boat, Push	64'x25'x8'	to 870	Flat hull.	hour	$206.00
8130	Boat, Row			Heavy duty.	hour	$0.85
8131	Boat, Runabout	13'x5'	to 50	Outboard.	hour	$9.30
8132	Boat, Tender	14'x7'	to 100	Inboard with 360 degree drive.	hour	$20.50
8120	Boat, Tow	55'x20'x5'	to 870	Steel.	hour	$157.00
8121	Boat, Tow	60'x21'x5'	to 1050	Steel.	hour	$248.00
8122	Boat, Tow	70'x30'x7.5'	to 1350	Steel.	hour	$369.00
8123	Boat, Tow	120'x34'x8'	to 2000	Steel.	hour	$559.00
8140	Boat, Tug	16 Ft	to 100		hour	$23.00
8141	Boat, Tug	18 Ft	to 175		hour	$35.00
8142	Boat, Tug	26 Ft	to 250		hour	$44.00
8143	Boat, Tug	40 Ft	to 380		hour	$109.00
8144	Boat, Tug	51 Ft	to 700		hour	$153.00
8420	Breaker, Pavement		to 70		hour	$25.50
8421	Breaker, Pavement		to 105		hour	$34.00
8422	Breaker, Pavement		to 137		hour	$42.00
8150	Broom, Pavement	72 In	to 20		hour	$7.80
8151	Broom, Pavement	84 In	to 45		hour	$11.75

8152	Broom, Pavement	96 In	to 100		hour	$14.50
8153	Broom, Pavement, Mntd	72 In	to 18		hour	$5.50
8154	Broom, Pavement, Pull	84 In	to 20		hour	$7.50
8270	Bucket, Clamshell	1.0 CY		Includes teeth.	hour	$4.00
8271	Bucket, Clamshell	2.5 CY		Includes teeth.	hour	$7.10
8272	Bucket, Clamshell	5.0 CY		Includes teeth.	hour	$11.75
8273	Bucket, Clamshell	7.5 CY		Includes teeth.	hour	$16.00
8275	Bucket, Dragline	2.0 CY			hour	$3.25
8276	Bucket, Dragline	5.0 CY			hour	$6.80
8277	Bucket, Dragline	10 CY			hour	$11.25
8278	Bucket, Dragline	14 CY			hour	$13.25
8180	Bus		to 150		hour	$11.50
8181	Bus		to 210		hour	$17.75
8182	Bus		to 300		hour	$24.00
8190	Chain Saw	16 In			hour	$1.25
8191	Chain Saw	25 In			hour	$2.45
8192	Chain Saw, Pole	18 In			hour	$1.65
8200	Chipper, Brush	6 In	to 35	Trailer Mounted.	hour	$10.75
8201	Chipper, Brush	12 In	to 65	Trailer Mounted.	hour	$14.25
8202	Chipper, Brush	16 In	to 100	Trailer Mounted.	hour	$18.25
8203	Chipper, Brush	18 In	to 125	Trailer Mounted.	hour	$21.50
8204	Chipper, Brush	18 In	to 200	Trailer Mounted.	hour	$31.00
8205	Chipper, Brush	19 In	to 300	Trailer Mounted.	hour	$45.00
8206	Chipper, Brush	19 In	to 450	Trailer Mounted.	hour	$68.00
8207	Chipper, Brush		to 650	Trailer Mounted.	hour	$103.00
8210	Clamshell & Dragline		to 100	Bucket not included.	hour	$64.00
8211	Clamshell & Dragline		to 155	Bucket not included.	hour	$86.00
8212	Clamshell & Dragline		to 235	Bucket not included.	hour	$117.00
8213	Clamshell & Dragline		to 350	Bucket not included.	hour	$159.00
8214	Clamshell & Dragline		to 530	Bucket not included.	hour	$221.00
8215	Clamshell & Dragline		to 800	Bucket not included.	hour	$305.00
8712	Cleaner, Sewer/Catch Basin	5 CY		Truck Mounted.	hour	$17.25
8713	Cleaner, Sewer/Catch Basin	14 CY		Truck Mounted.	hour	$22.00
8220	Compactor		to 10		hour	$7.90
8221	Compactor		to 45		hour	$13.75
8222	Compactor		to 75		hour	$19.75
8223	Compactor		to 95		hour	$24.00
8224	Compactor		to 150		hour	$38.00
8225	Compactor		to 235		hour	$63.00
8226	Compactor		to 335		hour	$101.00
8227	Compactor		to 535		hour	$200.00
8228	Compactor, towed		to 15		hour	$14.00
8229	Compactor, towed		to 50		hour	$35.00
8230	Compactor, towed		to 100		hour	$60.00
8500	Crane	8 MT	to 80		hour	$25.50
8501	Crane	15 MT	to 150		hour	$38.00

8502	Crane	27 MT	to 200		hour	$58.00
8503	Crane	45 MT	to 300		hour	$87.00
8504	Crane	70 MT	to 350		hour	$126.00
8505	Crane	110 MT	to 450		hour	$182.00
8496	Crane, Truck Mntd	17600 Lbs			hour	$22.00
8497	Crane, Truck Mntd	33000 Lbs			hour	$32.00
8498	Crane, Truck Mntd	60000 Lbs			hour	$49.00
8499	Crane, Truck Mntd	120000 Lbs			hour	$86.00
8195	Cutter, Brush	8 ft	to 150			$69.00
8196	Cutter, Brush	8 ft	to 190			$76.00
8197	Cutter, Brush	10 ft	to 245			$85.00
8670	Derrick, Hydraulic Digger	55 Ft	Includes hydraulic pole alignment attachment.		hour	$32.00
8671	Derrick, Hydraulic Digger	75 Ft	Includes hydraulic pole alignment attachment.		hour	$34.00
8672	Derrick, Hydraulic Digger	95 Ft	Includes hydraulic pole alignment attachment.		hour	$36.00
8580	Distributor, Asphalt	500 Gal	Truck Mounted. Includes burners, insulated tank, and circulating spray bar.		hour	$9.50
8581	Distributor, Asphalt	1000 Gal	Truck Mounted. Includes burners, insulated tank, and circulating spray bar.		hour	$14.00
8250	Dozer, Crawler		to 65		hour	$26.50
8251	Dozer, Crawler		to 105		hour	$34.00
8252	Dozer, Crawler		to 160		hour	$46.00
8253	Dozer, Crawler		to 245		hour	$67.00
8254	Dozer, Crawler		to 375		hour	$104.00
8255	Dozer, Crawler		to 565		hour	$171.00
8256	Dozer, Crawler		to 850		hour	$298.00
8260	Dozer, Wheel		to 260		hour	$44.00
8261	Dozer, Wheel		to 335		hour	$52.00
8262	Dozer, Wheel		to 445		hour	$66.00
8263	Dozer, Wheel		to 615		hour	$96.00
8280	Excavator, Hydraulic	0.5 CY	to 45	Crawler, Truck & Wheel. Includes bucket.	hour	$19.50
8281	Excavator, Hydraulic	1.0 CY	to 90	Crawler, Truck & Wheel. Includes bucket.	hour	$33.00
8282	Excavator, Hydraulic	1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	hour	$55.00
8283	Excavator, Hydraulic	2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	hour	$88.00
8284	Excavator, Hydraulic	4.5 CY	to 420	Crawler, Truck & Wheel. Includes bucket.	hour	$138.00
8285	Excavator, Hydraulic	7.5 CY	to 650	Crawler, Truck & Wheel. Includes bucket.	hour	$215.00
8286	Excavator, Hydraulic	12 CY	to 1000	Crawler, Truck & Wheel. Includes bucket.	hour	$338.00

8240	Feeder, Grizzly		to 35		hour	$18.75
8241	Feeder, Grizzly		to 55		hour	$28.50
8242	Feeder, Grizzly		to 75		hour	$45.00
8300	Fork Lift	6000 Lbs	to 60		hour	$7.80
8301	Fork Lift	12000 Lbs	to 90		hour	$11.00
8302	Fork Lift	18000 Lbs	to 140		hour	$18.25
8303	Fork Lift	50000 Lbs	to 215		hour	$33.00
8310	Generator	5.5 KW	to 10		hour	$2.65
8311	Generator	16 KW	to 25		hour	$5.90
8312	Generator	43 KW	to 65		hour	$12.50
8313	Generator	85 KW	to 125		hour	$18.25
8314	Generator	140 KW	to 200		hour	$25.50
8315	Generator	210 KW	to 300		hour	$36.00
8316	Generator	280 KW	to 400		hour	$46.00
8317	Generator	350 KW	to 500		hour	$56.00
8318	Generator	530 KW	to 750		hour	$82.00
8319	Generator	710 KW	to 1000		hour	$109.00
8320	Generator	1100 KW	to 1500		hour	$166.00
8321	Generator	1500 KW	to 2000		hour	$226.00
8322	Generator	1900 KW	to 2500		hour	$280.00
8323	Generator	2400 KW	to 3000		hour	$335.00
8755	Golf Cart	2 person			hour	$2.15
8330	Graders	8 Ft	to 50	Includes Rigid and Articulate equipment.	hour	$20.50
8331	Graders	10 Ft	to 100	Includes Rigid and Articulate equipment.	hour	$27.00
8332	Graders	12 Ft	to 150	Includes Rigid and Articulate equipment.	hour	$35.00
8333	Graders	14 Ft	to 225	Includes Rigid and Articulate equipment.	hour	$49.00
8350	Hose, Discharge	3 In	Per 25 foot length. Includes couplings.		hour	$0.15
8351	Hose, Discharge	4 In	Per 25 foot length. Includes couplings.		hour	$0.20
8352	Hose, Discharge	6 In	Per 25 foot length. Includes couplings.		hour	$0.35
8353	Hose, Discharge	8 In	Per 25 foot length. Includes couplings.		hour	$0.55
8354	Hose, Discharge	12 In	Per 25 foot length. Includes couplings.		hour	$1.10
8355	Hose, Discharge	16 In	Per 25 foot length. Includes couplings.		hour	$1.85
8356	Hose, Suction	3 In	Per 25 foot length. Includes couplings.		hour	$0.20
8357	Hose, Suction	4 In	Per 25 foot length. Includes couplings.		hour	$0.30
8358	Hose, Suction	6 In	Per 25 foot length. Includes couplings.		hour	$0.50
8359	Hose, Suction	8 In	Per 25 foot length. Includes couplings.		hour	$0.80
8360	Hose, Suction	12 In	Per 25 foot length. Includes couplings.		hour	$1.75
8361	Hose, Suction	16 In	Per 25 foot length. Includes couplings.		hour	$3.10
8517	Jackhammer (Dry)	25-45 Lbs			hour	$1.05
8518	Jackhammer (Wet)	30-55 Lbs			hour	$1.20
8380	Loader, Crawler	0.5 CY	to 32	Includes bucket.	hour	$11.75
8381	Loader, Crawler	1 CY	to 60	Includes bucket.	hour	$20.50
8382	Loader, Crawler	2 CY	to 118	Includes bucket.	hour	$40.00
8383	Loader, Crawler	3 CY	to 178	Includes bucket.	hour	$63.00
8384	Loader, Crawler	4 CY	to 238	Includes bucket.	hour	$88.00

8385	Loader, Crawler	5 CY	to 300	Includes bucket.	hour	$118.00
8540	Loader, Skid-Steer	1000 Lbs	to 35		hour	$10.50
8541	Loader, Skid-Steer	2000 Lbs	to 65		hour	$14.25
8542	Loader, Skid-Steer	3000 Lbs	to 85		hour	$16.00
8543	Loader, Skid-Steer	4000 Lbs	to 94		hour	$16.50
8401	Loader, Tractor, Wheel		to 81		hour	$14.25
8390	Loader, Wheel	0.5 CY	to 38		hour	$11.25
8391	Loader, Wheel	1 CY	to 60		hour	$14.00
8392	Loader, Wheel	2 CY	to 105		hour	$20.50
8393	Loader, Wheel	3 CY	to 152		hour	$27.50
8394	Loader, Wheel	4 CY	to 200		hour	$35.00
8395	Loader, Wheel	5 CY	to 250		hour	$43.00
8396	Loader, Wheel	6 CY	to 305		hour	$53.00
8397	Loader, Wheel	7 CY	to 360		hour	$64.00
8398	Loader, Wheel	8 CY	to 415		hour	$75.00
8399	Loader, Wheel	9 CY	to 470		hour	$86.00
8400	Loader, Wheel	10 CY	to 530		hour	$100.00
8570	Loader-Backhoe, Wheel	0.5 CY	to 40	Loader and Backhoe Buckets included.	hour	$10.50
8571	Loader-Backhoe, Wheel	1 CY	to 70	Loader and Backhoe Buckets included.	hour	$16.00
8572	Loader-Backhoe, Wheel	1.5 CY	to 95	Loader and Backhoe Buckets included.	hour	$23.00
8573	Loader-Backhoe, Wheel	1.75 CY	to 115	Loader and Backhoe Buckets included.	hour	$30.00
8410	Mixer, Concrete Portable	10 Cft			hour	$2.50
8411	Mixer, Concrete Portable	16 Cft			hour	$3.75
8412	Mixer, Concrete, Trailer Mntd	11 Cft	to 10		hour	$8.70
8413	Mixer, Concrete, Trailer Mntd	16 Cft	to 25		hour	$13.25
8075	Motorcycle, Police				mile	$0.29
8633	Mulcher, Trailer Mntd	7 TPH	to 35		hour	$7.90
8634	Mulcher, Trailer Mntd	10 TPH	to 55		hour	$11.50
8635	Mulcher, Trailer Mntd	20 TPH	to 120		hour	$16.75
8430	Paver, Asphalt		to 50	Includes wheel and crawler equipment.	hour	$37.00
8431	Paver, Asphalt		to 75	Includes wheel and crawler equipment.	hour	$56.00
8432	Paver, Asphalt		to 125	Includes wheel and crawler equipment.	hour	$88.00
8433	Paver, Asphalt		to 175	Includes wheel and crawler equipment.	hour	$113.00
8434	Paver, Asphalt		to 250	Includes wheel and crawler equipment.	hour	$136.00
8436	Pick-up, Asphalt		to 110			$52.00
8437	Pick-up, Asphalt		to 150			$72.00

8438	Pick-up, Asphalt		to 200			$97.00
8439	Pick-up, Asphalt		to 275			$135.00
8660	Plow, Cable	18 in	to 30			$7.50
8661	Plow, Cable	36 in	to 65			$15.75
8662	Plow, Cable	48 in	to 110			$25.00
8450	Plow, Grader Mntd	to 10 Ft			hour	$18.50
8451	Plow, Grader Mntd	to 14 Ft			hour	$25.00
8452	Plow, Truck Mntd	to 15 Ft			hour	$13.50
8453	Plow, Truck Mntd	to 15 Ft		With leveling wing.	hour	$20.00
8470	Pump		to 3	Hoses not included.	hour	$2.55
8471	Pump		to 6	Hoses not included.	hour	$3.30
8472	Pump		to 10	Hoses not included.	hour	$4.25
8473	Pump		to 15	Hoses not included.	hour	$5.40
8474	Pump		to 25	Hoses not included.	hour	$7.60
8475	Pump		to 40	Hoses not included.	hour	$10.75
8476	Pump		to 60	Hoses not included.	hour	$14.75
8477	Pump		to 95	Hoses not included.	hour	$20.50
8478	Pump		to 140	Hoses not included.	hour	$26.50
8479	Pump		to 200	Hoses not included.	hour	$31.00
8463	Pump Extender	20 Ft			hour	$1.20
8460	Pump, W/O Power	6 In			hour	$2.25
8461	Pump, W/O Power	12 In			hour	$2.95
8462	Pump, W/O Power	24 In			hour	$7.00
8510	Saw, Concrete	14 In	to 14		hour	$4.00
8511	Saw, Concrete	26 In	to 35		hour	$9.10
8512	Saw, Concrete	48 In	to 65		hour	$15.50
8513	Saw, Rock		to 65		hour	$25.00
8514	Saw, Rock		to 90		hour	$33.00
8515	Saw, Rock		to 120		hour	$45.00
8520	Scraper	11 CY	to 175		hour	$71.00
8521	Scraper	16 CY	to 250		hour	$92.00
8522	Scraper	23 CY	to 365		hour	$120.00
8523	Scraper	34 CY	to 475		hour	$145.00
8524	Scraper	44 CY	to 600		hour	$172.00
8560	Snow Blower	2,000 Tph	to 400		hour	$121.00
8561	Snow Blower	2,500 Tph	to 500		hour	$134.00
8562	Snow Blower	3,500 Tph	to 600		hour	$153.00
8550	Snow Blower, Truck Mntd	600 Tph	to 75		hour	$33.00
8551	Snow Blower, Truck Mntd	1100 Tph	to 150		hour	$52.00
8552	Snow Blower, Truck Mntd	1600 Tph	to 250		hour	$77.00
8553	Snow Blower, Truck Mntd	2500 Tph	to 400		hour	$109.00
8630	Sprayer, Seed	750 Gal	to 30	Trailer & truck mounted.	hour	$8.80
8631	Sprayer, Seed	1250 Gal	to 50	Trailer & truck mounted.	hour	$11.00
8632	Sprayer, Seed	3500 Gal	to 115	Trailer & truck mounted.	hour	$17.00
8458	Spreader, Chemical	5 CY	to 4	Trailer & truck mounted.	hour	$3.65

8423	Spreader, Chip	12.5 Ft	to 152		hour	$40.00
8424	Spreader, Chip	16.5 Ft	to 215		hour	$53.00
8425	Spreader, Chip, Mntd	8 Ft	to 8	Trailer & truck mounted.	hour	$2.85
8455	Spreader, Sand	Tailgate, Chassis			hour	$3.85
8456	Spreader, Sand	Dump Body			hour	$5.50
8457	Spreader, Sand	Truck (10yd)			hour	$7.70
8440	Striper	40 Gal	to 22		hour	$11.75
8441	Striper	90 Gal	to 60		hour	$16.75
8442	Striper	120 Gal	to 122		hour	$33.00
8445	Striper, Truck Mntd	120 Gal	to 460		hour	$51.00
8446	Striper, Walk-behind	12 Gal			hour	$2.75
8157	Sweeper, Pavement		to 110		hour	$38.00
8158	Sweeper, Pavement		to 150		hour	$43.00
8159	Sweeper, Pavement		to 200		hour	$50.00
8590	Trailer, Dump	20 CY	Does not include Prime Mover.		hour	$16.75
8591	Trailer, Dump	30 CY	Does not include Prime Mover.		hour	$25.50
8592	Trailer, Dump	40 CY	Does not include Prime Mover.		hour	$34.00
8600	Trailer, Equipment	30 Tons			hour	$9.70
8601	Trailer, Equipment	40 Tons			hour	$11.25
8602	Trailer, Equipment	60 Tons			hour	$13.50
8640	Trailer, Office	8' x 24'			hour	$1.55
8641	Trailer, Office	8' x 32'			hour	$1.85
8642	Trailer, Office	10' x 32'			hour	$2.30
8610	Trailer, Water	4000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$10.50
8611	Trailer, Water	6000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$12.25
8612	Trailer, Water	10000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$15.25
8613	Trailer, Water	14000 Gal		Includes a centrifugal pump with sump and a rear spraybar.	hour	$18.50
8650	Trencher		to 35	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$11.75
8651	Trencher		to 85	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$27.50
8652	Trencher		to 115	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$37.00
8653	Trencher		to 175	Walk-behind, Crawler & Wheel Mounted. Chain and Wheel.	hour	$55.00
8290	Trowel, Concrete	90 In	to 25		hour	$9.00
8291	Trowel, Concrete	100 In	to 38		hour	$14.00

8810	Truck, Bucket		Add Flatbed Truck to Truck Mounted Aerial Lift.			
8811	Truck, Cleaning		Add Flatbed Truck to Sewer Cleaner.			
8680	Truck, Concrete Mixer	10 CY	to 255		hour	$58.00
8681	Truck, Concrete Mixer	13 CY	to 300		hour	$67.00
8720	Truck, Dump	8 CY	to 210		hour	$21.00
8721	Truck, Dump	10 CY	to 235		hour	$24.00
8722	Truck, Dump	12 CY	to 255		hour	$27.00
8723	Truck, Dump	18 CY	to 330		hour	$40.00
8724	Truck, Dump	28 CY	to 400		hour	$66.00
8725	Truck, Dump	40 CY	to 460		hour	$72.00
8726	Truck, Dump	50 CY	to 620		hour	$90.00
8690	Truck, Fire	1000 GPM			hour	$44.00
8691	Truck, Fire	1250 GPM			hour	$46.00
8692	Truck, Fire	1500 GPM			hour	$59.00
8693	Truck, Fire	2000 GPM			hour	$64.00
8700	Truck, Flatbed	15000 Lbs	to 150		hour	$11.25
8701	Truck, Flatbed	25000 Lbs	to 180		hour	$13.75
8702	Truck, Flatbed	30000 Lbs	to 215		hour	$17.75
8703	Truck, Flatbed	45000 Lbs	to 250		hour	$23.00
8704	Truck, Flatbed	50000 Lbs	to 300		hour	$28.00
8705	Truck, Flatbed		to 375		hour	$34.00
8706	Truck, Flatbed		to 450		hour	$40.00
8730	Truck, Garbage	25 CY	to 255		hour	$31.00
8731	Truck, Garbage	32 CY	to 325		hour	$38.00
8812	Truck, Knuckle Boom		Add Flatbed Truck to Truck Mounted Crane.			
8813	Truck, Ladder		Add Flatbed Truck to Truck Mounted Aerial Lift.			
8814	Truck, Line		Add Flatbed Truck to Hydraulic Digger Derrick.			
8800	Truck, Pickup		to 130	When transporting people.	mile	$0.33
8801	Truck, Pickup		to 130		hour	$7.40
8802	Truck, Pickup		to 180		hour	$9.30
8803	Truck, Pickup		to 230		hour	$11.75
8804	Truck, Pickup		to 280		hour	$14.75
8790	Truck, Tractor		to 210		hour	$22.00
8791	Truck, Tractor		to 265		hour	$28.50
8792	Truck, Tractor		to 310		hour	$32.00
8793	Truck, Tractor		to 350		hour	$35.00
8780	Truck, Water	2500 Gal	to 175	Include pump and rear spray system.	hour	$20.50
8781	Truck, Water	4000 Gal	to 250	Include pump and rear spray system.	hour	$29.00
8620	Tub Grinder		to 400		hour	$61.00
8621	Tub Grinder		to 500		hour	$74.00
8622	Tub Grinder		to 600		hour	$86.00

8623	Tub Grinder		to 700		hour	$98.00
8624	Tub Grinder		to 800		hour	$110.00
8625	Tub Grinder		to 900		hour	$122.00
8626	Tub Grinder		to 1000		hour	$133.00
8753	Vehicle, Recreational		to 10		hour	$2.15
8750	Vehicle, Small		to 30		hour	$4.10
8760	Vibrator, Concrete		to 4		hour	$1.00
8761	Vibrator, Concrete		to 8		hour	$1.95
8770	Welder, Portable		to 16	Includes ground cable and lead cable.	hour	$3.05
8771	Welder, Portable		to 34	Includes ground cable and lead cable.	hour	$6.20
8772	Welder, Portable		to 50	Includes ground cable and lead cable.	hour	$8.70
8773	Welder, Portable		to 80	Includes ground cable and lead cable.	hour	$12.50

Appendix to FEMA Schedule of Equipment Rates: Aircraft Rates
The rates for helicopters and airplanes have not been included in the FEMA Schedule of Equipment Rates because the procedures for developing aircraft rates are different from procedures for other equipment. The procedure for helicopters and airplanes is given below, along with examples.

Components of Aircraft Rates
The components required for developing an aircraft rate include:
· the year the equipment was purchased by the applicant;
· the purchase price at that time, including any cost to make the equipment operational;
· the average hours of operation for the last three non-disaster years; and
· the shaft horsepower for continuous operation (this is not the takeoff horsepower).

Ownership
To obtain the yearly depreciation, divide the purchase price of the equipment, including any cost to make the equipment operational, by 15 years. This is an industry standard. Occasionally, an applicant will obtain equipment for $0 and in such a case the depreciation would be $0. If a cost was incurred to make the equipment operational, depreciation would be based on that cost.

The next step is to determine overhead costs. These costs are determined by multiplying the depreciation by 25 percent. Overhead and depreciation should then be added. The average three-year usage for non-disaster years should then be determined. If this usage is not available, use 1200 hours. To determine the ownership cost, divide the sum of depreciation and overhead by the three-year average hours of operation to obtain the hourly cost. Overhead of $0.02 per horsepower (minimum of $4.00) should be included for equipment over 15 years or equipment obtained at no cost.

Operational Costs
For the operation and maintenance cost, multiply the horsepower by $0.50 to obtain the operational costs.

Equipment Rate
The combination of the ownership and operational costs is the equipment rate.

Example 1
Aircraft data:
1990 Cost = $150,000
Shaft Horsepower = 200 hp
Average 3-year operation = 600 hours

Ownership:
Depreciation $150,000/15 years = $10,000
Overhead 25% x $10,060 = $ 2,500
Total = $12,500
$12,500/600 hours = $21 (rounded)
Operational:
200 hp x $0.50 = $100
Total rate (ownership + operational) = $121

Example 2
Aircraft data:
1980 Cost = $150,000
Shaft Horsepower = 300 hp
Average 3-year operation = 600 hours

Ownership:
Depreciation = $0
Overhead $0.02 x 300 = $6
Total = $6

Operational:
300 hp x $0.50 = $150.00
Total rate (ownership + operational) = $156

Example 3
Aircraft data:
1985 cost = $0
Cost to make equipment operational = $30,000
Shaft horsepower = 400 hp
Average 3-year operation is unknown

Ownership:
Depreciation $30,000/15 = $2000
Overhead 25%x$2000 = $ 500
Use minimum of $4 for overhead, since overhead $500/1200 hours would be less than $4.00.
Calculate depreciation separately.
Depreciation $2000/1200 hours = $2
Overhead = $4
Total = $6

Operational:
400 hp x $0.50 = $200.00
Total rate (ownership + operational) = $206

Attachment E

Summary Implementation Guidelines
Michigan Emergency Management Assistance Compact

Introduction

The *Michigan Emergency Management Assistance Compact* (MEMAC) was developed to assist public subdivisions of the State of Michigan to more effectively and efficiently exchange services and resources, especially in response to a major disaster where assistance needs to be provided from one area of the state to another. The MEMAC establishes procedures to request mutual assistance for the State of Michigan and any participating government that becomes affected by, or is under imminent threat of, a disaster, emergency, or other serious threat to public health and safety. It also sets forth the terms and conditions governing reimbursement for assistance rendered by participating governments and resolves issues concerning the insurance and liability coverage of emergency workers when responding from one locality to another. It is also important to note that the MEMAC takes full advantage of opportunities for state/federal reimbursement of eligible costs.

How to become a participating member of the MEMAC

Counties, municipalities, townships, political subdivisions, and interlocal public agencies can become a party to the MEMAC by submitting the following to the Emergency Management Division;

1. An original signed copy of the Compact/Agreement.
2. A resolution authorizing MEMAC participation. (see page 4 for sample)
3. Letters describing the types and the amounts of insurance carried by the entity. Each participating government is expected to maintain insurance for its own exposures regarding the following;
    - public officials
    - law enforcement
    - general
    - automobile liability
    - workers' disability compensation

The Compact/Agreement will be in effect upon execution by the initial participating governments. No action is required of current signatories when additional signatories are added and the Compact shall stay in effect indefinitely. A participating government may, however, terminate its involvement in the MEMAC by providing 30 days advance written notice to the Emergency Management Division.

How to request assistance

A participating government can implement the Compact when it either becomes affected by, or is under imminent threat of a disaster, emergency, or other serious threat to public health and safety. An authorized representative of the requesting agency may invoke this agreement by communicating a request for assistance by any practical means to the Emergency Management Division through the Michigan State Police Operations Desk, which is the central, 24-hour, emergency communications center for the State of Michigan [800.993.4677]. The Operations Desk shall immediately notify the Emergency Management Division of all such requests. Verbal requests shall be confirmed in writing within 24 hours of the original request.

All requests for mutual assistance shall be accompanied by the required information outlined in the Assistance Request (MEMAC Attachment B) and includes the following information:

1. A general description of the damage or harm sustained or threatened;
2. Identification of the emergency service function(s) for which assistance is needed (e.g. fire service, law enforcement, emergency medical services, transportation, search and rescue, communications, public works, engineering, building, inspection, planning and information assistance, mass care, resource support, public health, etc.), and the particular type of assistance needed;
3. The amount and type of personnel, equipment, materials, and supplies needed with a reasonable estimate of the length of time that each will be needed;
4. A proposed time and place for representatives of both the requesting and assisting parties to coordinate their activities and resources.

NOTE: Any participating government shall not request mutual assistance unless they determine resources available within the affected jurisdiction to be inadequate.

How to provide assistance when requested

Upon receiving a request for assistance, a participating government of the MEMAC should assess its personnel, equipment, and other resources to determine the extent to which it will be able to render assistance. Assisting parties shall respond to requests for assistance under this agreement by providing written acknowledgement of the assistance to be rendered to the requesting party and the Emergency Management Division as soon as practicable. The recommended format for this acknowledgment is attached as "Attachment C" and includes the following information:

1. A complete description of the personnel, equipment, and other resources to be furnished to the requesting party.
2. The estimated lengths of time that each of the personnel, equipment, and other resources will be available.
3. The areas of experience, training, and abilities of the personnel and the capability of the equipment to be furnished.
4. The name of the person or persons to be designated as supervisory personnel.

How reimbursement works

The assisting party shall submit an itemized invoice for all eligible expenses to the requesting party within 60 days following the period of assistance. The requesting party shall reimburse the assisting party for all eligible expenses, or advise of any disputed items, within 60 days following the billing date.

MEMAC Key Points

1. Provides form and structure setting forth common procedures and expectations.
2. Solves potential problems and concerns related to liability, insurance, and reimbursement up-front.
3. Has the active support of all local government management and professional emergency responder member organizations statewide.
4. Provides for the reimbursement of all eligible costs from the requesting party to the assisting party.
5. Supports the subsequent reimbursement of eligible costs from the federal government to the requesting party, in the event of a federal disaster declaration.
6. The MEMAC is supplemental to, and does not affect, existing day-to-day mutual aid/assistance agreements between adjacent or nearby localities.
7. Mutual assistance under MEMAC may be enacted even if you have utilized/enacted an existing local mutual aid agreement.
8. It may be useful to insert some language within your existing local mutual aid agreements as follows:

   "When the financial burden of supplying local mutual aid surpasses our budgetary capacity we may mutually agree to transition to enacting the MEMAC for mutual assistance purposes."

Sample Authorizing Resolution for Michigan Emergency Management Assistance Compact

Resolution #_____

WHEREAS, the State of Michigan Emergency Management Act, Act 390 of the Public Acts of 1976, as amended M.C.L. 30.401 et.seq. authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Act 390 of the Public Acts of 1976, as amended among political subdivisions within the State;

NOW, THEREFORE, be it resolved by _____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Michigan Emergency Management Assistance Compact which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution/Ordinance adopted by _____ on _____

BY: _____

TITLE: _____

DATE:_____

NOTES

NOTES

Cost of Printing 10,000 copies: $7,330.75 or $.73 each.

EATON COUNTY BOARD OF COMMISSIONERS

April 18, 2007

RESOLUTION TO APPOINT COUNTY MEDICAL EXAMINER

Introduced by the Public Safety Committee

Commissioner Freeman moved the approval of the following resolution. Seconded by Commissioner Peters.

WHEREAS, the Board of Commissioners, by resolution created the Office of the County Medical Examiner; and

WHEREAS, the County Medical Examiner, Dr. Tom Sainz, has indicated his desire to resign, effective May 31, 2007; and

WHEREAS, Dr. Michael Markey, a duly licensed physician in the State of Michigan has indicated his interest in serving the County as Medical Examiner; and

WHEREAS, the Public Safety Committee is recommending the appointment of Dr. Markey as County Medical Examiner, effective June 1, 2007, for the remainder of the four year term expiring December 31, 2010; and

WHEREAS, Dr. Joyce DeJong and Dr. Brian Hunter have indicated their willingness in serving the County as Deputy Medical Examiners; and

WHEREAS, the Public Safety Committee has received and is recommending approval of Medical Examiner Services Agreement, expiring December 31, 2010.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners appoints Dr. Michael Markey, as County Medical Examiner to a term expiring December 31, 2010; and

BE IT FURTHER RESOLVED, that the Board of Commissioners appoints Dr. Joyce DeJong and Dr. Brian Hunter as Deputy Medical Examiners; and

BE IT FURTHER RESOLVED, that the Board of Commissioners approves the Medical Examiner Services Agreement; and

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

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE DCA-3-07-02

Introduced by the Public Works and Planning Committee on April 18, 2007

Commissioner Luna moved the approval of the following resolution. Seconded by Commissioner Baker.

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, Vermontville Township initiated a petition for a Comprehensive Amendment to the Zoning District Maps of the Eaton County Land Development Code (zoning ordinance) to include Vermontville Township; and

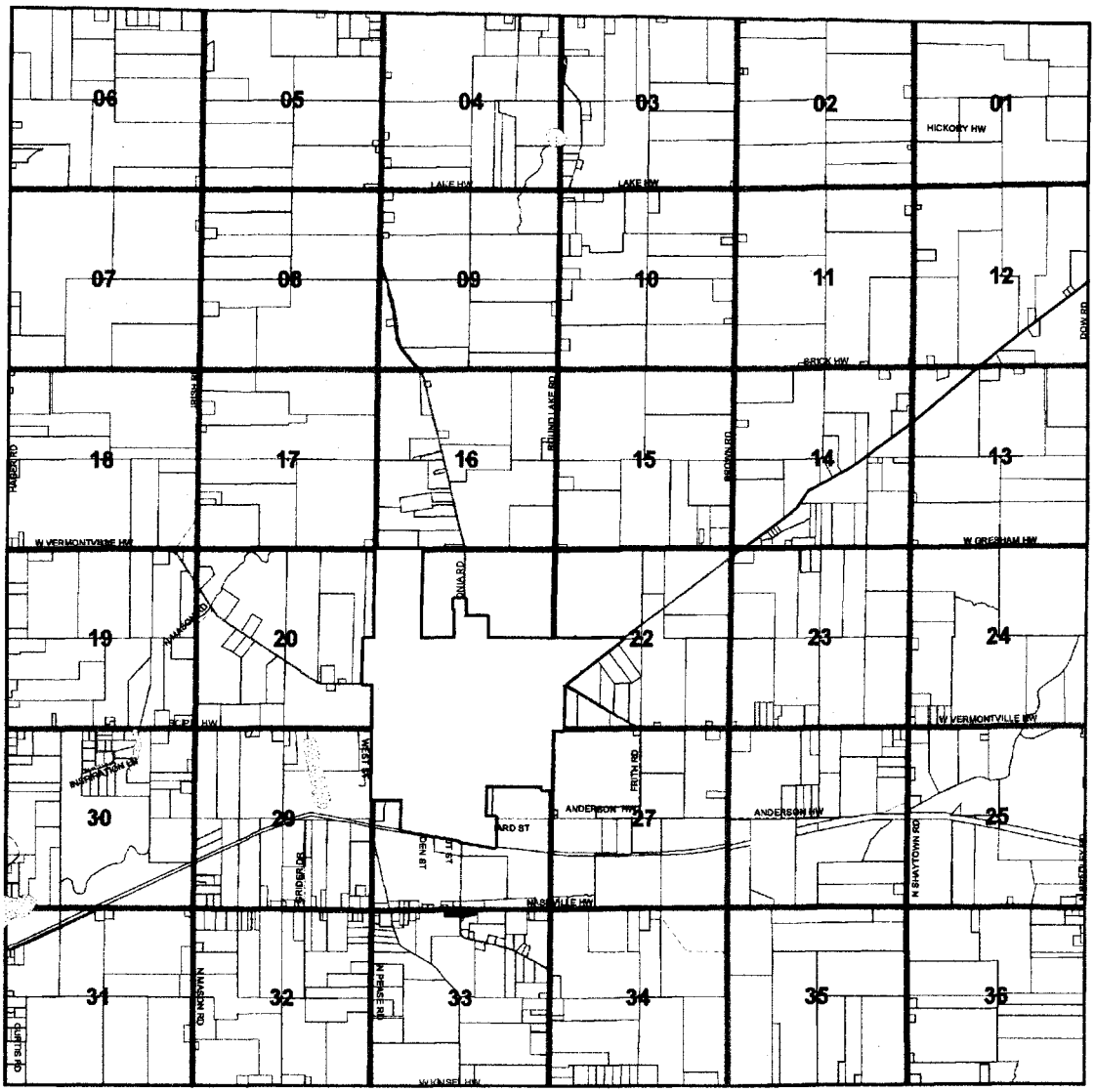
WHEREAS, the Eaton County Planning Commission held a duly advertised and noticed public hearing on **April 3, 2007**; and

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

WHEREAS, the Eaton County Planning Commission has taken action on **April 3, 2007** to recommend the approval of the request for a comprehensive amendment to the Zoning District Maps of the Eaton County Land Development Code (zoning ordinance) to include Vermontville Township.

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 **Vermontville Township for a Comprehensive Amendment to the Zoning District Maps of the Eaton County Land Development Code (zoning ordinance) to include Vermontville Township.**



Eaton County C

Vermontv

ZONI

Legend

- COUNTY ZONING
- LA
- R1
- R2
- C1
- C2
- I
- RC

County Drains

- OPEN
- RIVER
- TILE
- WATER FEATURES

Roads

- CITY
- CLP
- CPP
- INTERSTATE
- INTERSTATE RAMP
- PRIVATE
- STATE
- UNPAVED
- RAILROAD
- SECTION LINES

Date Effective:
May 7, 2007

Referen

Compiled By: Community Development

Data Source:
Eaton County GIS
Eaton County Community Developement

These maps are intended to be used for generalized countywide planning and ther
The county recommends that users of this product confirm the data used in practi
area. In no event shall the county be liable to the user or any third party for errors,
regardless of the form of claim or action, whether in contract or tort, including negli
user for the product. The county reserves all rights of authorship granted under U

EATON COUNTY LAND DEVELOPMENT CODE

ZONING ORDINANCE AMENDMENT DCA-3-07-02

District Change Amendment DCA-3-07-02 to amend the Zoning District Maps of the Eaton County 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 to amend the Zoning District Maps of the Eaton County Land Development Code (zoning ordinance) to include Vermontville Township.

WHEREAS, the Eaton County Planning Commission held a duly advertised and noticed public hearing on **April 3, 2007**; and

WHEREAS, the Eaton County Planning Commission has taken action on **April 3, 2007** to recommend approval of the map amendment:

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

Yeas Fifteen
Nays None
Abstaining None
Absent None

I, M. Frances Fuller, Clerk for the County of Eaton, do hereby certify that the above and foregoing is a true copy of the amendment to the Zoning District Maps of the Eaton County Land Development Code (Zoning Ordinance), as amended and passed by the Eaton County Board of Commissioners on **April 18, 2007,** 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

18th day of April, 2007

M. Frances Fuller
M. Frances Fuller, Clerk
Eaton County Board of Commissioners

Joseph C. Brehler, Chairman
Eaton County Board of Commissioners

At the regular meeting of the Eaton County Board of Commissioners on **April 18, 2007** the Resolution regarding the approval of said request was adopted.

Those voting Aye: Hosey, MacDowell, Abed, Strachan, Pearl-Wright, Farhat, Freeman, Forell, Keefe, Luna, Baker, Barr, Clarke, Peters, Brehler

Those voting Nay: None

Abstention: None

Absent: None

Motion carried.

Joseph C. Brehler, 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 April 18, 2007 of the Eaton County Board of Commissioners.

M. Frances Fuller, Clerk
Eaton County Board of Commissioners

April 12, 2007

TENTATIVE AGREEMENT
DISPATCHER UNIT

October 1, 2006 – September 30, 2009

Commissioner Hosey moved the approval of the following document. Seconded by Commissioner Freeman. Carried.

---

1. Wages.

(a) October 1 2006 – 2%
May 1, 2007 – 1%
October 1, 2007 – 2 ½ %
October 1, 2008 – 2 ½ %

Retroactive wages paid only to those on the payroll as of the date of ratification by both parties or who have retired since October 1, 2006.

(b) Eliminate six-month salary step

2. Health Insurance.

a. Monthly Premium Share.

	Current	Upon Ratification 5% of Premium	1/1/2008 $15	1/1/2009 $15
Single	$25.00	$19.81	$34.81	$49.81
Double	$45.00	$44.58	$59.58	$74.58
Family	$50.00	$55.47	$70.47 or 6 ¼ % of premium whichever is less.	$85.47 or 7 ½ % of premium whichever is less.

b. Retirees.

(i) For employees hired after ratification by both parties:

- Enrolled in a Municipal Employees Retirement System Health Care Savings Program.
- Employee Contribution – Mandatory 1 % of salary (pre-tax).
- County Contribution – Mandatory 2 % of salary.
- Employee allowed additional contributions up to 10% of salary (pre-tax). County will match anything over 2 % up to 4 %.
- Vesting – 50 % at 5 years, 100 % at 10 years.
- One time conversion of accumulated leave time for all employees upon their separation or retirement from the County.

(ii) Current employees – 100 % paid by County after 25 years of Eaton County service.

(iii) Clarify eligibility of three employees for County paid Health Insurance pursuant to previous contract language.

c. Threshold for comparable spouse coverage increased from $600 per year to $900 per year effective January 1, 2009.

d. Optical Coverage – 100 % paid by employee if agreed to by all bargaining units and non-union employees. Rates - $3.40/month for single, $7.64/month for double, $9.49/month for family.

3. Pension

Fix employee contribution rate to their pension plan at 13.46%. Rate has fluctuated for the past eight years pursuant to a formula in the Settlement Agreement for the lawsuit between the County, Lodge 141, MERS and the Actuarial Firm used by MERS at that time.

4. Longevity.

	Current	Proposed
5 years	$200	$300
10 years	$500	$600
15 years	$800	$900
20 years	$1,100	$1,200

5. Life and Accidental Death & Dismemberment Coverage.

Current	$20,000
Proposed	$30,000

6. Promotional

Modified formula to move promoted employees into the Supervisory Unit

7. Various Language Issues.

April 12, 2007

TENTATIVE AGREEMENT
DISPATCH SUPERVISORS

October 1, 2006 – September 30, 2009

Commissioner Hosey moved the approval of the following document. Seconded by Commissioner Forell. Carried.

---

1. Wages.

   (a) October 1 2006 – 2%
   May 1, 2007 – 1%
   October 1, 2007 – 2 ½ %
   October 1, 2008 – 2 ½ %

   (b) Eliminate six-month salary step

2. Health Insurance.

   a. Monthly Premium Share.

	Current	Upon Ratification 5% of Premium	1/1/2008 $15	1/1/2009 $15
Single	$25.00	$19.81	$34.81	$49.81
Double	$45.00	$44.58	$59.58	$74.58
Family	$50.00	$55.47	$70.47 or 6 ¼ % of premium whichever is less.	$85.47 or 7 ½ % of premium whichever is less.

   b. Retirees.

   (i) For employees hired after ratification by both parties:
   - Enrolled in a Municipal Employees Retirement System Health Care Savings Program.
   - Employee Contribution – Mandatory 1 % of salary (pre-tax).
   - County Contribution – Mandatory 2 % of salary.
   - Employee allowed additional contributions up to 10% of salary (pre-tax). County will match anything over 2 % up to 4 %.
   - Vesting – 50 % at 5 years, 100 % at 10 years.
   - One time conversion of accumulated leave time for all employees upon their separation or retirement from the County.

   (ii) Current employees – 100 % paid by County after 25 years of Eaton County service.

c. Threshold for comparable spouse coverage increased from $600 per year to $900 per year effective January 1, 2009.

d. Optical Coverage – 100 % paid by employee if agreed to by all bargaining units and non-union employees. Rates - $3.40/month for single, $7.64/month for double, $9.49/month for family.

3. Longevity.

	Current	Proposed
5 years	$200	$300
10 years	$500	$600
15 years	$800	$900
20 years	$1,100	$1,200

4. Life and Accidental Death & Dismemberment Coverage.

Current	$20,000
Proposed	$30,000

5. Various Language Issues.

April 12, 2007

TENTATIVE AGREEMENT
ANIMAL CONTROL

October 1, 2006 – September 30, 2009

Commissioner Hosey moved the approval of the following document. Seconded by Commissioner Baker. Carried.

---

1. Wages.

   (a) October 1, 2006 – 2%
   May 1, 2007 – 1%
   October 1, 2007 – 2 ½ %
   October 1, 2008 – 2 ½ %

   Retroactive wages paid only to those on the payroll as of the date of ratification by both parties or who have retired since October 1, 2006.

   (b) Made adjustments to 5th year step of salary scale. Fifth year step added in a previous contract. Adjustments made to make the differential between the fourth and fifth year steps consistent with the other intermediate steps.

   (c) Elimination of six-month step.

2. Health Insurance.

   a. Monthly Premium Share.

	Current	Upon Ratification 5% of Premium	1/1/2008 $15	1/1/2009 $15
Single	$25.00	$19.81	$34.81	$49.81
Double	$45.00	$44.58	$59.58	$74.58
Family	$50.00	$55.47	$70.47 or 6 ¼ % of premium whichever is less.	$85.47 or 7 ½ % of premium whichever is less.

   b. Retirees.

   (i) For employees hired after ratification by both parties:

- Enrolled in a Municipal Employees Retirement System Health Care Savings Program.
- Employee Contribution – Mandatory 1 % of salary (pre-tax).
- County Contribution – Mandatory 2 % of salary.
- Employee allowed additional contributions up to 10% of salary (pre-tax). County will match anything over 2 % up to 4 %.
- Vesting – 50 % at 5 years, 100 % at 10 years.
- One time conversion of accumulated leave time for all employees upon their separation from or retirement from the County.

(ii) Current employees – 100 % paid by County after 25 years of Eaton County service.

c. Threshold for comparable spouse coverage increased from $600 per year to $900 per year effective January 1, 2009.

d. Optical Coverage – 100 % paid by employee if agreed to by all bargaining units and non-union employees. Rates - $3.40/month for single, $7.64/month for double, $9.49/month for family.

3. Longevity.

	Current	Proposed
5 years	$200	$300
10 years	$500	$600
15 years	$800	$900
20 years	$1,100	$1,200

4. Life and Accidental Death & Dismemberment Coverage.

Current	$20,000
Proposed	$30,000

5. On-Call

Added additional one-half hour for holiday on-call compensation

6. Various Language Issues.

April 12, 2007

TENTATIVE AGREEMENT
YOUTH FACILITY

October 1, 2006 – September 30, 2009

Commissioner Hosey moved the approval of the following document. Seconded by Commissioner Barr. Carried.

---

1. Wages.

   October 1, 2006 – 2 ½ %
   October 1, 2007 – 2 ½ %
   October 1, 2008 – 2 ½ %

   Retroactive wages paid only to those on the payroll as of the date of ratification by both parties or who have retired since October 1, 2006.

2. Health Insurance.

   a. Monthly Premium Share.

	Current	Upon Ratification 5% of Premium	1/1/2008 $15	1/1/2009 $15
Single	$25.00	$19.81	$34.81	$49.81
Double	$45.00	$44.58	$59.58	$74.58
Family	$50.00	$55.47	$70.47 or 6 ¼ % of premium whichever is less.	$85.47 or 7 ½ % of premium whichever is less.

   b. Retirees.

   (i) For employees hired after ratification by both parties:
   - Enrolled in a Municipal Employees Retirement System Health Care Savings Program.
   - Employee Contribution – Mandatory 1% of salary (pre-tax).
   - County Contribution – Mandatory 2% of salary.
   - Employee allowed additional contributions up to 10% of salary (pre-tax). County will match anything over 2% up to 4%.
   - Vesting – 50% at 5 years, 100% at 10 years.

   (ii) Current employees – 100% paid by County after 25 years of Eaton County service.

c. Threshold for comparable spouse coverage increased from $600 per year to $900 per year effective January 1, 2009.

d. Optical Coverage – 100% paid by employee if agreed to by all bargaining units and non-union employees. Rates - $3.40/month for single, $7.64/month for double, $9.49/month for family.

3. Longevity.

	Current	Proposed
5 years	$200	$300
10 years	$500	$600
15 years	$800	$900
20 years	$1,100	$1,200

4. Life and Accidental Death & Dismemberment Coverage.

Current	$20,000
Proposed	$30,000

5. Various Language Issues.

EATON COUNTY BOARD OF COMMISSIONERS

APRIL 18, 2007

RESOLUTION TO APPROVE 2006/2007 GENERAL FUND BUDGET AMENDMENTS

Introduced by the Finance Committee

Commissioner Keefe moved the approval of the following resolution. Seconded by Commissioner Forell.

WHEREAS, the Eaton County 2006/2007 Appropriations Act of September 20, 2006 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, department or activity 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 2006/2007 Eaton County Budget:

Carried.

COUNTY GUARDIAN - 147

Increase	Contractual Services	$ 24,000
Increase	Travel	$ 2,000

To increase the total budget for additional cost of guardian services required from the Court

PROBATE COURT - 148

Increase	Contractual	$ 4,000

To increase the total budget for increased user fees for Judicial Information case management system.

CIRCUIT COURT - 131

Decrease	Jury Fees	$ 30,000

To decrease the total budget for transfer to County Guardian and Probate Contractual.

SHERIFF COUNTY – 301

Increase	Salaries	$ 13,595
Increase	Fringe	$ 6,502
Decrease	Contingency	$ 20,097

To increase the total budget for wage increase based on contract settlement Sheriff Command Unit.

SHERIFF CORRECTIONS - 302

Increase	Salaries	$ 6,877
Increase	Fringe	$ 3,216
Decrease	Contingency	$ 10,093

To increase the total budget for wage increase based on contract settlement for the Sheriff Command Unit.

SHERIFF DELTA - 303

Increase	Salaries	$ 8,637
Increase	Fringe	$ 4,224
Decrease	Contingency	$ 12,861

To increase the total budget for wage increase based on contract settlement for the Sheriff Command Unit.

EMERGENCY SERVICES – 426

Increase	Salaries	$ 1,458
Increase	Fringes	$ 658
Decrease	Contingency	$ 2,076

To increase the total budget for wage increase based on contract settlement for the Sheriff Command Unit.

ANIMAL CONTROL - 430

Increase	Salaries – Temporary	$ 3,419
Increase	Fringe Benefits	$ 1,141
Decrease	Contingency	$ 4,560

To increase the total budget for wage increase based on contract settlement for the Animal Control Unit.

MEDICAL EXAMINER – 648

Increase	Medical Examiner Fee	$ 8,340
Decrease	Contingency	$ 8,340

To increase the total budget for the increase in the Medical Examiner Fee for a new service contract effective June 1, 2007.

GENERAL FUND DEPARTMENTAL

Increase	Salaries and Fringes	$30,499
Decrease	Health Insurance	$30,499

To amend departmental budgets for 1% wage increase effective April 29, 2007 approved by Personnel Committee for general non-union employees and elected officials.

GENERAL FUND
2006/2007 CONTINGENCY UPDATE

BEGINNING BALANCE		**$**	**549,641**
	BALANCE 10/31/06	**$**	**549,641**
Circuit Court	Circuit Court	$	(10,000)
Friend of the Court	Transfers-Out - Computer Fund	$	(11,000)
	BALANCE 11/30/06	**$**	**528,641**
Capital Outlay	Sheriff - Vehicle	$	(77,369)
Controller	Contractual Services	$	(34,320)
	BALANCE 12/31/06	**$**	**416,952**
	BALANCE 1/31/07	**$**	**416,952**
Child Care Fund	Transfers-out Child Care Fund	$	(51,489)
Housing	Transfers-out Housing	$	(780)
	BALANCE 2/28/07	**$**	**364,683**
Various Sheriff/Maintenance	Salary increases (Contractual Settlements)	$	(156,041)
Animal Control	Temporary Census Officer	$	(5,931)
Transfers-Out	Landfill	$	(22,900)
	BALANCE 3/31/07	**$**	**179,811**
Sheriff/An. Cont./Emer. Serv.	Salary increases (Contractual Settlements)	$	(49,687)
Medical Examiner	Medical Examiner Fee	$	(8,340)
	BALANCE 4/30/07	**$**	**121,784**

EATON COUNTY BOARD OF COMMISSIONERS

APRIL 18, 2007

RESOLUTION TO APPROVE 2006/2007 SPECIAL REVENUE FUND BUDGET AMENDMENTS

Introduced by the Finance Committee

Commissioner Keefe moved the approval of the following resolution. Seconded by Commissioner Freeman.

WHEREAS, the Eaton County 2006/2007 Appropriations Act of September 20, 2006 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, department or activity 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 2006/2007 Eaton County Budget:

Carried.

JAIL MILLAGE - 260

Increase	Salaries	$ 4,502
Increase	Fringe	$ 2,195
Decrease	Fund Balance Carryover	$ 6,697

To increase the total budget for wage increase based on contract settlement Sheriff Command Unit.

CENTRAL DISPATCH - 261

Increase	Salaries (Dispatcher Unit)	$20,831
Increase	Fringes (Dispatcher Unit)	$ 7,430
Increase	Salaries (Dispatch Supervisory Unit)	$ 7,361
Increase	Fringes (Dispatch Supervisory Unit)	$ 2,920
Decrease	Fund Balance Carryover	$38,542

To increase the total budget for wage increase based on contract settlement for Dispatch and Dispatch Supervisory Units.

YOUTH FACILITY – 292

Increase	Salaries	$ 8,658
Increase	Fringe	$ 1,807
Decrease	Health Insurance	$10,465

To increase the total budget for wage increase based on contract settlement for Youth Facility Unit.

EATON COUNTY BOARD OF COMMISSIONERS

APRIL 18, 2007

RESOLUTION TO AMEND THE COUNTY CLERK USER FEE SCHEDULE

Introduced by the Finance Committee

Commissioner Keefe moved the approval of the following resolution. Seconded by Commissioner Farhat.

WHEREAS, the Eaton County Board of Commissioners approved a User Fee Schedule for the Eaton County Clerk at their March 15, 2006 meeting; and

WHEREAS, the Finance Committee has reviewed and is recommending the waiver of the certified copy fee for birth certificate requests for SIREN/Eaton Shelter clients; and

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners approves the waiver of the certified copy fee for birth certificate requests for SIREN/Eaton Shelter clients effective immediately.

Carried.

COUNTY CLERK

Revised 9/15/99
Revised 8/15/01
Revised 2/18/04
Revised 4/21/04
Revised 6/15/05
Revised 3/15/06
Revised 4/16/07

Description of Fee set by County	Current Fee	Recommended Fee
County Flag	$ 37.10	
Certified Copy		
- 1st Copy	$ 12.00	
- Extra copies	$ 5.00	
- Senior Citizen	$ 7.00	
- Referrals from SIREN/Eaton Shelter		**N/C**
Xerox Copy	$ 0.30	
Outdoor Assembly Permit	$ 100.00	
Marriage License Waiting Period Waiver	$ 15.00	
Document Lamination	$ 3.00	
Lien Discharge	$ 10.00	
Criminal Check (fax response)	$ 8.00	
Photo (CCW/Passport)	$ 10.00	
Death Certificate Correction	$ 5.00	
Electronic Ballot Card Production (PCMCIA Card)	$ 8.00	

EATON COUNTY BOARD OF COMMISSIONERS

APRIL 18, 2007

RESOLUTION TO AUTHORIZE LASALLE BANK, AS SUCCESSOR OF MICHIGAN NATIONAL BANK TO MAKE A PAYMENT OF A BOND CERTIFICATE WITHOUT PRESENTATION OF THE PHYSICAL CERTIFICATE

Introduced by the Finance Committee

Commissioner Keefe moved the approval of the following resolution. Seconded by Commissioner Pearl-Wright.

WHEREAS, LaSalle Bank, as successor to Michigan National Bank acts as the County paying agent for the Eaton Rapids Water Supply System bond issue date of December 1, 1991; and

WHEREAS, LaSalle Bank is holding funds for a certificate payment due to a bondholder on September 1, 2003; and

WHEREAS, the Bond holder has filed an affidavit of lost certificate with an insurance company providing a surety bond.

NOW, THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners authorize LaSalle Bank, as successor to Michigan National Bank to make the payment of certificate #258 for the Eaton Rapids Water Supply System dated December 1, 1991 without presentation of the physical certificate.

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

APRIL 18, 2007

RESOLUTION TO APPROVE UPTON DRAIN PROJECT BOND COUNSEL

Introduced by the Finance Committee

Commissioner Keefe moved the approval of the following resolution. Seconded by Commissioner Barr.

WHEREAS, the Board of Commissioners approved a Full Faith and Credit Policy on February 16, 2005; and

WHEREAS, that Policy provides for the services of a Project Bond Counsel for any project that is requesting the full faith and credit of the County; and

WHEREAS, the County Treasurer has prepared and distributed bid packages for Bond Counsel services for the Upton Drain Project; and

WHEREAS, these bids were received and have been reviewed by the Finance Committee.

NOW, THEREFORE, BE IT RESOLVED, that the following firm be awarded the Bond Counsel designation for the Upton Drain Project:

- Dickinson Wright (in the amount of $6,000); and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners or his designee be authorized to sign any necessary agreements.

Carried.

UPTON DRAIN

AMOUNT OF ISSUE **$600,000**

04

LAW FIRM	LEAD ATTORNEY	YEARS OF EXPERIENCE	# OF SIMILAR ISSUES IN 1 YEAR PERIOD	ESTIMATED NUMBER OF BILLABLE HRS	COST
DICKINSON WRIGHT	TERRY DONNELLY	29	18	20-30	$6,000
MIKA MYERS BECKETT & JONES	JAMES WHITE	30	2	28	$6,070

EATON COUNTY BOARD OF COMMISSIONERS

APRIL 18, 2007

RESOLUTION TO APPROVE DELTA SECTION 17 DRAIN PROJECT BOND COUNSEL

Introduced by the Finance Committee

Commissioner Keefe moved the approval of the following resolution. Seconded by Commissioner Freeman.

WHEREAS, the Board of Commissioners approved a Full Faith and Credit Policy on February 16, 2005; and

WHEREAS, that Policy provides for the services of a Project Bond Counsel for any project that is requesting the full faith and credit of the County; and

WHEREAS, the County Treasurer has prepared and distributed bid packages for Bond Counsel services for the Delta Section 17 Drain Project; and

WHEREAS, these bids were received and have been reviewed by the Finance Committee.

NOW, THEREFORE, BE IT RESOLVED, that the following firm be awarded the Bond Counsel designation for the Delta Section 17 Drain Project:

- Mika, Myers, Beckett and Jones (in the amount of $7,395); and

BE IT FURTHER RESOLVED, that the Chairperson of the Board of Commissioners or his designee be authorized to sign any necessary agreements.

Carried.

DELTA SECTION 17 DRAIN

AMOUNT OF ISSUE $1,800,000

04

LAW FIRM	LEAD ATTORNEY	YEARS OF EXPERIENCE	# OF SIMILAR ISSUES IN 1 YEAR PERIOD	ESTIMATED NUMBER OF BILLABLE HRS	COST
DICKINSON WRIGHT	TERRY DONNELLY	29	18	40-50	$14,000
MIKA MYERS BECKETT & JONES	JAMES WHITE	30	2	34	$7,395

EATON COUNTY BOARD OF COMMISSIONERS

APRIL 18, 2007

RESOLUTION REGARDING P.A.2 (LIQUOR TAX) FUNDS

Introduced by the Finance Committee

Commissioner Keefe moved the approval of the following resolution. Seconded by Commissioner Hosey.

WHEREAS, Public Act 2 of 1986 provides for a portion of convention facility/liquor tax revenues received by the State to be distributed to counties; and

WHEREAS, P.A. 2 requires the amount of convention facility/liquor tax distribution to be used to reduce the base tax rate, unless 50 percent of the revenue is distributed by the county to its designated substance abuse coordinating agency for substance abuse programs; and

WHEREAS, Senate Bill SB220 included a reduction in the State's appropriation from the Convention Facility Development Fund of $18.4 million.

NOW, THEREFORE BE IT RESOVLED, that the Eaton County Board of Commissioners opposes the reduction in this appropriation; and

BE IT FURTHER RESOLVED, that the Eaton County Board of Commissioners urges the legislature to restore this appropriation so the funds can be utilized in accordance with the provisions of P.A. 2 of 1986.

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

APRIL 18, 2007

RESOLUTION REGARDING THE STATE BUDGET

Introduced by the Finance Committee

Commissioner Keefe moved the approval of the following resolution. Seconded by Commissioner Baker.

WHEREAS, after seven straight years of state budget deficits and four years of budget cuts, we are facing yet another $3 billion shortfall in state revenue for the current and 2007-08 fiscal years; and

WHEREAS, the Governor has already cut over $3.6 billion from the state's budget over the past four years, has cut more from the state's budget than any previous governor and is operating the state with fewer state employees than we had in 1970; and

WHEREAS, we have cut major taxes over 32 times in the past decade, our unemployment rate remains one of the highest in the country, and our auto industry continues to struggle; and

WHEREAS, the Single Business Tax (SBT), the primary tax paid by businesses in Michigan, will be entirely phased out by the end of the year with no replacement for the $1.2 billion in revenue generated from this tax; and

WHEREAS, higher education in Michigan has already been cut by $250 million which has resulted in college students and their families having to pay double digit tuition increases and a college education moving further out of reach for the state's middle class; and

WHEREAS, funding for local governments has been cut by $2 billion the last five years resulting in a loss of over 1,600 police officers and 2,000 fire fighters statewide thereby compromising the safety of our local communities; and

WHEREAS, further cuts to funding for county programs including public health, community mental health, community corrections, court equity funding and the privatization of foster care caseworkers and other state safety net programs for food assistance, childcare and health care will only result in a shift of demand to already overburdened county and municipal programs.

NOW, THEREFORE BE IT RESOVLED, that Eaton County cannot sustain further cuts in essential state services and further funding cuts will result in a loss of quality of life for the citizens of this state and an inability to attract new business to our communities; and

BE IT FURTHER RESOLVED, that the Eaton County Board of Commissioners urges the Michigan Legislature to demonstrate bipartisan leadership by 1) identifying a full replacement for the SBT and, 2) affirming their commitment to finding solutions to address the budget deficit in a manner that will move Michigan into a sound economic future and ensure a high quality of life for our residents.

Carried. 1 Nay-Commissioner Clarke.