

EATON COUNTY BOARD OF COMMISSIONERS
MARCH 21, 2007

The Eaton County Board of Commissioners met in regular session at the County Facilities, in the City of Charlotte, Wednesday, March 21, 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, Leonard Peters, Joseph Brehler. Commissioners absent: Denise Clarke.

Commissioner Keefe moved the agenda be approved with the following amendments. Seconded by Commissioner Barr.

IX. Presentations:

1. Statement of Support for the Guard and Reserve-Michigan Committee for Employer Support of the Guard and Reserve- Gary Aten, Executive Director
2. U.S. Secret Service Award Presentation- Sean Smith
 - a. Doug Lloyd, Assistant Prosecuting Attorney
 - b. Detective Rick Buxton
3. Jail Expansion Project Update- Jerry Brand, Senior Project Manager, Granger Construction Company
4. September 30, 2006 Audit Presentation- Mark Kettner, Principal, Rehmann Robson

X. Committee Reports:

F. Personnel Committee:

Add: #3, Approval of Tentative Agreement-Sheriff Command Unit

Renumber Remaining:

4. Resolution to Proclaim April 8-14, 2007 National Public Safety Telecommunicators Week

G. Finance Committee:

Remove: #7, Resolution to Amend County Clerk Fee Schedule

Add: #4, Resolution to Authorize Central Dispatch Software License and Services Agreement Contract

Renumber Remaining:

5. 2006/2007 General Fund Budget Amendments
6. 2006/2007 Special Revenue Fund Budget Amendments
7. Claims and Purchases

Carried.

Commissioner MacDowell moved the minutes of February 21, 2007 be approved as presented. Seconded by Commissioner Pearl-Wright. Carried.

Communications:

1/ Notice of an MTA meeting March 26th, 7:30 PM at Windsor Township Hall.

Public Comment. Linda Tokar, EATRAN Manager thanked the Board for participating in EATRAN's "Stuff the Bus" collection of items for SIREN/Eaton Shelter.

Gary Aten, Executive Director of the Michigan Committee for Employer Support of the Guard and Reserve presented a Statement of Support for the Guard and Reserve to Board Chairman Brehler to sign on behalf of Eaton County.

Sean Smith from the US Secret Service presented a US Secret Service Award to Assistant Prosecuting Attorney Doug Lloyd and Detective Rick Buxton for their help and cooperation in the investigation of a counterfeit currency operation in Eaton County.

Chairman Brehler congratulated both men and thanked them for their work for the residents of Eaton County.

Jerry Brand, Senior Project Manager for Granger Construction Company presented an update of the jail expansion project. A website will be available to track the progress of the jail expansion project at www.eatonjailexpansion2007.com

Mark Kettner of Rehmann Robson presented the 2006 Eaton County Audit. Mr. Kettner thanked Controller Fuentes and Assistant Controller Connie Sobie for their help with the audit.

Commissioner Pearl-Wright moved the approval of Resolution #07-03-17 To Approve the Vision and Mission Statement of the Board of Commissioners and the 56th Circuit Court regarding collaborative utilization of the juvenile millage. Seconded by Commissioner Barr. Carried.

Commissioner Pearl-Wright moved the approval of Resolution #07-03-18 To Approve Application of Strong Families/Safe Children Grant. Seconded by Commissioner Farhat. Carried.

Commissioner Pearl-Wright moved the approval of Resolution #07-03-19 Declaring April 22-28, 2007 as National County Government Week in Eaton County. Seconded by Commissioner Hosey. Carried.

Chairman Brehler thanked Commissioner Pearl-Wright for her work in preparing for this event.

Commissioner Pearl-Wright moved the approval of Resolution #07-03-20 Declaring March 31, 2007 as "Cesar Chavez Day" in Eaton County. Seconded by Commissioner Hosey. Carried.

The resolution will be forwarded to the Cesar Chavez Commission.

Commissioner Freeman moved the approval of Resolution #07-03-21 To Approve Agreement for Dental Services at the Eaton County Jail. Seconded by Commissioner Forell. Carried.

Commissioner Freeman moved the approval of Resolution #07-03-22 To Amend the Eaton County Address Ordinance. Seconded by Commissioner Keefe. Carried.

Commissioner Strachan reported the Youth Facility expansion project is on schedule to be finished by April 2007. The County has received approval from the State to acquire 42 beds for the Medical Care Facility. A proposal to fund this project will appear on the August 7, 2007 ballot.

Commissioner Luna moved the approval of Resolution #07-03-23 in Support of MSU Extension. Seconded by Commissioner Freeman. Carried.

Chairman Brehler recognized Mona Ellard, Director of Eaton County MSU Extension.

Commissioner Luna moved the approval of Resolution #07-03-24 in Support of Conservation Districts. Seconded by Commissioner Baker. Carried.

Commissioner Luna moved the approval of Resolution #07-03-25 To Approve Parks and Recreation Application for a Capital Region Community Foundation Grant. Seconded by Commissioner Farhat. Carried.

Commissioner Luna moved the approval of Resolution #07-03-26 To Oppose the Relocation of Fitch H. Beach Airport. Seconded by Commissioner Forell. Carried.

Controller Fuentes reviewed the tentative agreements with 3 of the County's bargaining units.

Commissioner Peters moved the approval of Document #07-03-27 to approve the tentative agreement with the Sheriff Department Non-Supervisory Unit. Seconded by Commissioner Baker. Carried. This contract has not been ratified.

Commissioner Peters moved the approval of Document #07-03-28 to approve the tentative agreement with the Maintenance, Groundskeepers and Custodial Unit. Seconded by Commissioner Baker. Carried. This contract has been ratified.

Commissioner Peters moved the approval of Document #07-03-29 to approve the tentative agreement with the Sheriff Department Command Unit. Seconded by Commissioner Baker. Carried. This contract has not been ratified.

Commissioner Hosey moved the approval of Resolution #07-03-30 To Proclaim April 8-14, 2007 National Public Safety Telecommunicators Week in Eaton County. Seconded by Commissioner Farhat. Carried.

Commissioner Hosey recognized Dan Beachneau a telecommunicator with Central Dispatch.

Commissioner Keefe moved the approval of Resolution #07-03-31 to Accept the September 30, 2006 Eaton County Audit. Seconded by Commissioner Freeman. Carried.

Commissioner Keefe moved the approval of Resolution #07-03-32 to Approve Financial Plan. Seconded by Commissioner Barr. Carried.

Commissioner Keefe moved the approval of Resolution #07-03-33 to Approve Plans, Cost Estimate, Estimate of the Period of Usefulness and Lease Contract for Eaton County Jail Project. Seconded by Commissioner Baker. Roll call vote. Ayes; Hosey, MacDowell, Abed, Strachan, Pearl-Wright, Farhat, Freeman, Forell, Keefe, Luna, Baker, Barr, Peters, Brehler. Nays; None. Absent: Clarke. Carried.

Commissioner Keefe moved the approval of Resolution #07-03-34 to Accept Sungard HTE, Inc. Public Safety Software Proposal. Seconded by Commissioner Freeman. Carried.

Commissioner Keefe moved the approval of Resolution #07-03-35, to Approve 2006/2007 General Fund Budget Amendments. Seconded by Commissioner Forell. Carried.

Commissioner Keefe moved the approval of Resolution #07-03-36, to Approve 2006/2007 Special Revenue Fund Budget Amendments. Seconded by Commissioner Baker. Carried.

Commissioner Keefe moved the approval of claims as audited by the Finance Committee in the amount of \$477,095.28. Seconded by Commissioner Baker. Carried.

Public Comments. Victor Braatz, Charlotte, who works with Smart Recovery and U of M Substance Abuse Center informed the Board that September is Substance Recovery Month and would like the Board to consider passing a resolution supporting that. A handout was distributed.

Chairman Brehler referred this to the Health and Human Services Committee.

Fred Marquardt, Chairman of the Road Commission spoke about potholes throughout the county. He encouraged residents to contact the Road Commission to report them. Mr. Marquardt also thanked the Board for their resolution in opposition to the relocation of the Charlotte airport.

Blair Miller, Chairman of the Vermontville Township Planning Commission thanked the Board for holding night meetings. He also spoke about inconsistencies with the county's assessing of properties throughout the years.

Commissioner Abed invited Mr. Miller to the Equalization Committee.

There was no Unfinished Business or Old Business.

New Business. Chairman Brehler reported Commissioners Abed, Baker and Strachan are members of the newly formed Communications Committee, which is a subcommittee of the Finance Committee. Claudine Hannold will also help the committee.

Controller Fuentes reported mailboxes have been installed in the coffee room for commissioner mail. Please check your mailbox.

Controller Fuentes will arrange a tour of the Youth Facility when the project is complete. Instructions on how to access the county email system were distributed for Commissioners that requested email addresses.

Commissioner Barr moved the meeting adjourn to Wednesday, April 18, 2007 at 7:00 P.M. Seconded by Commissioner Peters. Carried.

Chairman of the Board of Commissioners

Clerk of the Board of Commissioners

3/21/07

Mission Statement of the Eaton County Commission and 56th Circuit Court

Regarding Collaborative Utilization of the Juvenile Millage

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

It is the mission of the Eaton County Board of Commissioners and the 56th Circuit Court to establish an objective process for identifying and providing a continuum of appropriate community based services, including prevention services, for delinquent youth and abused and neglected children that prevent, reduce or eliminate the need for placement or treatment outside of the Eaton County community and supports control of the cost of services to the taxpayers of the County.

Vision Statement

The Eaton County Board of Commissioners and the 56th Circuit Court will collaboratively lead local efforts to provide the highest quality services for delinquent youth and abused and neglected children of the county.

Goals

Goal #1:

Develop a committee of county and court representatives to act as the central decision making entity for implementing juvenile millage funds.

Goal #2:

Draft and confirm a process for soliciting program proposals.

Goal #3:

Draft and confirm an objective tool for screening and evaluating proposals that have been submitted for review.

Goal #4:

Implement a process that solicits advisory input from key stakeholders and stakeholder groups for proposals recommended for funding.

Goal #5:

Develop a process for collection of data regarding outcomes of use of millage funds.

Goal #6:

Recommend a strategy for proposing renewal of the millage to the public when the current millage lapses.

Goal #7:

Recommend the members of a committee to lead the effort for renewal of the millage to the voters of the county.

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

**RESOLUTION TO APPROVE APPLICATION OF
STRONG FAMILIES/SAFE CHILDREN GRANT**

Introduced by the Health and Human Services Committee

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

WHEREAS, the State of Michigan, Department of Human Services has funds available through the Strong Families/Safe Children program; and

WHEREAS, the State of Michigan is making grant funds available for the period of October 1, 2007 to September 30, 2012; and

WHEREAS, Eaton County MSU Extension has provided these grant services through a Memorandum of Agreement with Eaton County since 1999.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorize the MSU Extension Department to submit a grant application in the amount of \$29,524; and

BE IT FURTHER RESOLVED, that the Chairman of the Board of Commissioners or his designee be authorized to sign all of the necessary contracts or documents.

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

**RESOLUTION DECLARING
APRIL 22-28, 2007
AS NATIONAL COUNTY GOVERNMENT WEEK**

Introduced by the Health and Human Services Committee

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

WHEREAS, the nation's 3,066 counties provide a variety of essential public services to communities serving 300 million Americans; and

WHEREAS, counties take seriously their responsibility to protect and enhance the health, welfare and safety of its citizens in sensible and cost-effective ways; and

WHEREAS, many county government initiatives involve the protection of valuable and vulnerable environmental resources in communities; and

WHEREAS, the National Association of Counties is the only national organization that represents county governments in the United States, provides essential services to the nation's counties, advances issues with a unified voice before the federal government, improves the public's understanding of county government, assists counties in finding and sharing innovative solutions through education and research, and provides value-added services to save counties and taxpayers money; and

WHEREAS, the National Association of Counties first celebrated National County Government Week in 1991 to raise public awareness and understanding about the roles and responsibilities of the nation's counties to meet the needs of the community; and

WHEREAS, in recognition of the leadership, innovation and valuable service provided by the nation's counties, Eaton County recognizes National County Government Week and this year's theme (Protecting the Environment).

NOW THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby proclaim April 22-28, 2007 as National County Government Week in Eaton County.

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

**RESOLUTION DECLARING MARCH 31, 2007 AS
"CESAR CHAVEZ DAY" IN EATON COUNTY**

Introduced by the Health and Human Services Committee

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

WHEREAS, the late Cesar E. Chavez, was born on March 31, 1927 near Yuma, Arizona where he grew up in migrant labor camps among farm workers and spent his adult life educating people about the struggles of farm workers everywhere; and

WHEREAS, from 1952 until 1962 he worked for the Community Service Organization, a self-help group, then he began working to create a farm workers union, which was chartered in 1966 by the American Federation of Labor and Congress on Industrial Organizations (AFL-CIO) as the United Farm Workers Organizing Committee, with Chavez as its president; and

WHEREAS, in 1968, Chavez gained attention as leader of nationwide boycott of California table grapes in a drive to achieve labor contracts, in 1970, contract agreements between the UFW and most major grape growers were reached and the lettuce boycott began; and

WHEREAS, Cesar Chavez organized the United Farm Workers of American union in 1973, and a new round of boycotts began when grape growers failed to renew contracts; and

WHEREAS, on April 23, 1990, Chavez signed the IMSS agreement with the Mexican government, allowing Mexican farm workers in the U.S. to provide medical benefits to their families in Mexico; and

WHEREAS, in 1992, Cesar Chavez and the Union organized large-scale walkouts in the Coachella Valley during the summer grape harvest, protesting a lack of drinking water and sanitary facilities, they won concessions from the grower allowing a workers committee to watchdog the situation; and

WHEREAS, also in 1992, in the San Joaquin Valley, Chavez organized walkouts and protests; and in Salinas Valley, under his leadership, more than ten thousand farm workers staged a protest march in support of better conditions in the fields; and

WHEREAS, Cesar Chavez developed and lived by a unique blend of values, philosophy and styles, including dedication to non-violence, volunteerism, public action, education of heart, solidarity/unity. Respect for all cultures, religions and lifestyles, some of the same values his heroes Martin Luther King Jr. and Mohatma Gandhi lived by; and

WHEREAS, Cesar Chavez made many trips to the Greater Lansing area to increase public awareness of the lives of migrant farm workers and to further civil and human rights; and

WHEREAS, on April 23, 1993, Cesar Chavez died of natural causes in San Luis, Arizona shortly before he was scheduled to appear in Lansing.

THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners hereby honor the memory of Cesar E. Chavez, an extraordinary Mexican-American Labor Leader and role model, and declare March 31, 2007 as "Cesar E. Chavez Day" in Eaton County.

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

**RESOLUTION TO APPROVE AGREEMENT
FOR DENTAL SERVICES AT THE EATON COUNTY JAIL**

Introduced by the Public Safety Committee

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

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

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

WHEREAS, such Agreement provides for reimbursement for services rendered at a rate of \$600 per visit, not to exceed \$12,000 per year and requires the dentist to provide medical malpractice insurance.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners enter into an Agreement with James L. Peters, DDS for the period of April 1, 2007 through March 31, 2009 for the provision of necessary inmate medical services at the Eaton County Jail; and

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

Carried.

JAIL DENTAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of March, 2007, by and between the COUNTY OF EATON, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County"), and James L. Peters, DDS, PLLC, whose office address is 624 S. Cedar, Suite, 100, Mason, MI 48854 (hereinafter referred to as the "Contractor").

WITNESSETH:

WHEREAS, the Eaton County Sheriff's Department (hereinafter referred to as the "Sheriff's Department") requires the services of a qualified licensed dentist to provide supervision and treatment of inmates at the Eaton County Jail (hereinafter referred to as the "Jail"); and

WHEREAS, the Contractor is a qualified licensed dentist; and

WHEREAS, the Contractor agrees to perform the dental services required by the Sheriff's Office at the Jail on an independent contractor basis.

NOW, THEREFORE, BE IT RESOLVED, as follows:

FIRST: Services to be Provided by the Contractor. The Contractor shall provide the Jail with professional dental services. The performance of services shall be in the sole professional judgment of the Contractor. The services to be provided by the Contractor shall include the following:

A. The maintenance of the Jail's duties to the inmates as stated in the Standards for National Commission on Correctional Health Care (NCCHA) of the American Medical Association which include:

1. An oral exam performed within 12 months of admission of all inmates.
2. Oral treatment, not limited to extractions, is provided according to a treatment plan based upon a system of established priorities for care when, in the dentist's judgment the inmates health would otherwise adversely be affected.
3. Develop procedures and train medical staff to be able to conduct intake oral screening within fourteen days of admission and give inmates instruction oral hygiene and preventative oral education to be given within one month of admission as prescribed by National Commission on Correctional Health Care Standards.

B. Provide direct patient care to inmates of the Jail.

C. Diagnose dental disease or injury, establish treatment plans, perform fillings, extractions and related procedures.

- D. Consult with other health team members in the Jail and participate in team meetings with other Jail staff.
- E. Assist in drafting and reviewing Dental Clinic procedures, guidelines and policies.
- F. Refer inmate/patient for specialty care as appropriate.
- G. May provide consultation and treatment services for hospitalized or institutional inmates/patients upon physician request.
- H. Maintain inmate/patient confidentiality and comply with the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), as applicable.
- I. The Contractor shall meet as needed with the Sheriff and staff.

SECOND: Compensation. The total compensation, which the Contractor shall, received for the services rendered pursuant to the Agreement shall be at a rate of SIX HUNDRED DOLLARS (\$600.00) per visit. Visits are to be scheduled once a month and shall be of four-hours in duration. A second visit a month maybe requested by the Eaton County Jail Coordinator when it is deemed necessary and will be scheduled at a mutually agreeable time for both parties. This contract shall not exceed twelve thousand dollars per year (\$12,000.00). Bill shall be submitted after each month of services rendered. In the event this Agreement is prematurely terminated as authorized in the Eighteenth section, the Contractor shall be compensated at the hourly rate set forth in this section for all services provided up to the effective date of termination.

THIRD: Time and Method of Compensation. Compensation which the Contractor is to receive under this Agreement shall be made pursuant to bills which the Contractors submits to the County at the end of each month. Each bill shall set forth the services performed, the date of performance, the time spent, the total sum and such other information as the County may require. The County shall pay each bill, which the Sheriff's Department verifies as being accurate within thirty (30) days of the County's receipt of the bill. All bills shall be processed and paid in accordance with the County's procedure for payment of Accounts Payable.

FOURTH: Other Dentist Services. Other dentists, as selected by the Contractor and approved by the Sheriff, may provide the services required hereunder when the Contractor is unavailable and bill the County directly therefore as set forth herein. The Contractor is responsible for ensuring compliance to the terms of this Agreement by said dentists.

FIFTH: Billing Patients. The Contractor and his designees shall not bill inmates of the Jail or any insurance provider or other third party for services provided to inmates under this Agreement.

SIXTH: Compliance with the Law and Policies, Rules and Regulations of Sheriff's Department and Jail Facility. The Contractor and his designees, while engaging in any activity pursuant to this Agreement, shall comply with all applicable Federal, State or local laws, ordinances, rules and regulations. The Contractor and his designees shall also comply with all applicable policies, rules and regulations of the Sheriff's Office and the Jail facility.

SEVENTH: License Requirements. The Contractor and his designees shall meet all Federal, State and local license and authorization requirements to practice dentistry. Failure to obtain and/or maintain any license and authorization requirements to practice dentistry and/or loss of the same shall result in the immediate automatic termination of this Agreement.

EIGHTH: Reports. The Contractor shall provide to the Sheriff and representatives of the County reports as requested on forms and in a manner agreed to by and between the County and the Contractor. Additionally, there may be a formal quarterly review of the services provided under this Agreement by the Sheriff and the County's Public Safety Committee, attended by the Contractor and his representatives upon request.

NINTH: Nondiscrimination. The Contractor and his designees, as required by law and/or the County's Equal Opportunity/Affirmative Action Policy, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference or affectional orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, political affiliation or beliefs.

The Contractor and his designees shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

The Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended.

The Persons with Disabilities Civil Rights Act of 1976 PA 220, as amended.

Section 504 of the Federal Rehabilitation Act of 1973, P. L. 93-112, 87 Stat 394, as amended, and regulations promulgated there under.

The Americans with Disabilities Act of 1990, P. L. 101-336, 104 State 328 (42 USCA Sec. 12101 et. seq.), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of this Agreement. In the event the Contractor or any of his designees is found not to be in compliance with this section, the County may terminate this Agreement effective as of the date of delivery of written notification to the Contractor.

TENTH: Indemnification and Hold Harmless. The Contractor shall, at his own expense, protect, defend, indemnify and save and hold harmless the Sheriff, Eaton County, their officers, employees, servants and agents from all claims, damages, costs, lawsuits and expenses that the Sheriff, Eaton County, their officers, employees, servants and agents may incur as a result of acts, omissions, or negligence of the Contractor, or a person designated to act on his behalf during his absence, that may arise out of this Agreement.

The Contractor's indemnification responsibilities under this section will be limited to indemnifying the Sheriff and/or Eaton County, their officers, employees, servants and agents from any claims, damages, costs, lawsuits and expenses which are in excess of those which may be reimbursed to them by the insurance coverage obtained and/or maintained by the Contractor under this Agreement.

ELEVENTH. Malpractice Insurance. The Contractor shall assure that he and all other dentists performing services possess professional liability insurance coverage for the services performed under this Agreement in amounts in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) per claim and THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) aggregate. The Contractor shall submit to the County Controller, prior to the performance of services under this Agreement, documentation of such insurance coverage. In the event that the insurance coverage of any dentist providing services under this Agreement is at any time reduced or terminated during the duration of this Agreement, the Contractor shall require his insurer and shall require his designees to in turn require their insurer to notify the County Controller in writing of such reduction or termination within not less than ten (10) days prior to the effective date of such reduction or termination.

TWELFTH: Waivers. No failure to delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

THIRTEENTH: Amendment of Agreement. Modifications, amendments or waivers of any provision of the Agreement may be made only by the written mutual consent of the parties hereto.

FOURTEENTH: Subcontracting or Assignments. The Contractor shall not subcontract or assign his duties under this agreement without the prior written consent of the County. The restrictions of this section shall not apply to the Contractor obtaining services of qualified dentists to act in his absence as authorized in the FOURTH section.

FIFTEENTH: Disregarding Titles. The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

SIXTEENTH: Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

SEVENTEENTH: Agreement Period. This Agreement shall become effective on the 1st day of April, 2007, and shall continue to the 31st day of March, 2009, at which time it shall terminate.

EIGHTEENTH: Termination. Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated by either of the parties hereto upon ninety (90) days prior written notification to the other party.

NINETEENTH: Invalid/Unenforceable Provisions. If any section, clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that section clause or provision shall be null and void, and the remainder of this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

TWENTIETH: Certification of Authority to Sign Agreement. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed this Agreement on the day and year first above written.

WITNESSED BY:

COUNTY OF EATON

[Signature]

[Signature]
Date Joseph Brehler, Chairperson
County Board of Commissioners

[Signature]

3/21/07 [Signature]
Date M. Frances Fuller, County Clerk

[Signature]

2/16/07 [Signature]
Date Mike Raines, Sheriff

[Signature]

2/14/07 [Signature]
Date James L. Peters, DDS, PLLC
CONTRACTOR

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

**RESOLUTION TO AMEND THE
EATON COUNTY ADDRESS ORDINANCE**

Introduced by the Public Safety Committee

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

WHEREAS, the Eaton County Board of Commissioners adopted the Eaton County Address Ordinance on October 17, 1990; and

WHEREAS, the Address Ordinance was amended on September 20, 1998; and

WHEREAS, the Construction Code Department has recommended that additional changes be made to the ordinance; and

WHEREAS, the Central Dispatch Department has reviewed the proposed changes and is in agreement with those changes; and

WHEREAS, the Public Safety Committee has reviewed the proposed changes and is recommending their approval.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the recommended changes; and

BE IT FURTHER RESOLVED, that the County Clerk is directed to cause to be published in a newspaper of general circulation a Notice of Adoption of the Amendment; and

BE IT FURTHER RESOLVED, that the Amendment shall take effect upon publication of the Notice of Adoption; and

BE IT FURTHER RESOLVED, that the Central Dispatch Department print a new Address Ordinance Booklet with the changes incorporated.

Carried.

ARTICLE V

DISPLAY OF ADDRESS

Section 5.01 - Display

All principal buildings shall be required to display an address number in the manner prescribed in this ordinance.

The resident, occupant, or owner of a building shall display the address number in such a manner as will be plainly visible and legible from a vehicle traveling on the road that is named in the address. The address numbers shall be displayed at a height of at least two (2') feet above grade and not higher than six (6') feet above grade. All numbers shall be Arabic numerals ~~of at least three (3")~~ **inches with a minimum height of four inches (4") and a minimum stroke width of 0.5 inch (1/2") in height (or larger)** and of a color that contrasts with the background color of the structure supporting the numbers. When a building is located more than one-hundred (100') feet back from the traveled centerline of the road that is named in the address, or the view of *the* building is obstructed by trees, shrubs, or another building, the address number shall be displayed in one of the following manners:

- A. On a sign or attached to a fence or post located within twenty (20') feet of the centerline of the driveway and between ten (10') and twenty (20') feet back from the edge of the traveled roadway provided that any sign used to comply with this Ordinance must also comply with applicable zoning regulations concerning the location and size of signs.
- B. On both sides of a mailbox located within twenty (20') feet of the centerline of the driveway on the same side of the road as the principal building or within ten (10') feet of the extended centerline of the driveway on the opposite side of the road provided that the view of both sides of the mailbox is not obstructed by other mailboxes or newspaper delivery boxes. The use of mailboxes to comply with the address number display requirements of this Ordinance is subject to the regulations of both the post office and the governmental organization which maintains the road.

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

RESOLUTION IN SUPPORT OF MSU EXTENSION

Introduced by the Public Works and Planning Committee

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

WHEREAS, the Michigan State University Extension Service has long served the citizens of Eaton County by providing a vital link to our State's only land grant university; and

WHEREAS, MSU Extension is in essence economic and community development for rural Michigan; and

WHEREAS, MSU Extension educators provide:

- Cutting edge research to our County's farmers
- Invaluable nutritional and family counseling to families
- Unique learning opportunities to our County's 4-H youth
- Support for community planning, zoning and land preservation efforts

WHEREAS, State funding for the MSU Extension Service has been significantly cut over the past several years greatly reducing its ability to provide service; and

WHEREAS, State funding for MSU Extension is leveraged with local and federal funds to provide this vital educational service; and

WHEREAS, there is a proposal currently before the Michigan Legislature to greatly reduce funding for MSU Extension in the middle of this budget year.

THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners urges the Governor and the Legislature to fully fund MSU Extension at the level already approved in the current budget.

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

RESOLUTION IN SUPPORT OF CONSERVATION DISTRICTS

Introduced by the Public Works and Planning Committee

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

WHEREAS, the Thornapple-Grand Soil Conservation District provides invaluable service to the County's landowners; and

WHEREAS, the programs served by the Conservation District contribute greatly to the conservation of the County's land, air and water resources for the betterment of all; and

WHEREAS, the staff of the Conservation District office utilizes programs that bring in thousands of Federal dollars in cost-share funds that are used to improve our County's environment and are spent into our local economy; and

WHEREAS, the funding for the local Conservation District has been proposed to be eliminated from the current budget.

THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners urges the Governor and the Legislature to fully restore the budgeted funding for the State's Conservation Districts.

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

**RESOLUTION TO APPROVE PARKS AND RECREATION
APPLICATION FOR A CAPITAL REGION
COMMUNITY FOUNDATION GRANT**

Introduced by the Public Works and Planning Committee

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

WHEREAS, the Capital Region Community Foundation has grant funds available; and

WHEREAS, the Parks and Recreation Department is interested in applying for a grant through this program; and

WHEREAS, the grant in the amount of \$25,000 would provide funding for the design and development of Phase I of a multi-use trail at Fox Park; and

WHEREAS, the Public Works and Planning Committee has reviewed and recommended this application.

NOW, THEREFORE, BE IT RESOLVED, that the Parks and Recreation Department is authorized to submit the above grant application.

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

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

**RESOLUTION TO OPPOSE THE RELOCATION OF
FITCH H. BEACH AIRPORT**

Introduced by the Public Works and Planning Committee

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

WHEREAS, the City of Charlotte has undertaken a feasibility study to explore the possible relocation and/or expansion of the Fitch H. Beach Airport; and

WHEREAS, the City's consultant, Mead and Hunt has solicited the comment of the County as part of the study; and

WHEREAS, the Public Works and Planning Committee reviewed and recommended the attached response; and

NOW THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners authorizes the Chairperson to submit the attached as the County's comments; and

BE IT FURTHER RESOLVED, that the Eaton County Board of Commissioners goes on record in opposition of re-locating the Fitch H. Beach Airport; and

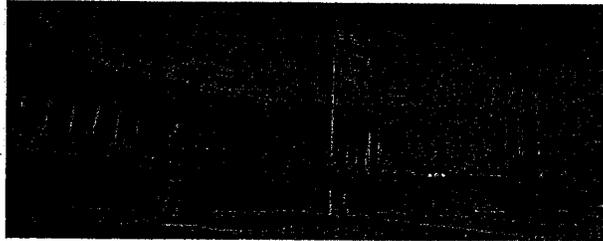
BE IT FURTHER RESOLVED, that copies of this resolution and the County's response be forwarded to the Charlotte City Council and the Boards of Trustees of the Townships of the sites currently under consideration.

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

MEMBERS

Michael Hosey
Harlan MacDowell
Theresa Abed
Carol Strachan
Jeanne Pearl-Wright
Leo Farhat, Jr.
John Forell



MEMBERS

Linda Keefe
Art Luna
Daryl Baker
Dale Barr
Denise Clarke
Leonard Peters

1045 Independence Blvd, Charlotte, MI 48813

Joseph Brehler, Chairperson
Glenn Freeman III, Vice Chairperson

March 22, 2007

City of Charlotte
C/o Mead & Hunt Inc
Kevin Mulcaster, Project Manager
2605 E. Airport Service Drive
Lansing MI 48906

SUBJECT: Charlotte Airport Feasibility Study

Dear Mr. Mulcaster:

Thank you for the information provided to the Eaton County Community Development Department in reference to the above matter and the opportunity to comment. The Eaton County Board of Commissioners, at their March 21, 2007 meeting, approved the following as its official response on the matter.

Specific areas of concern

Per the Eaton County Comprehensive Plan all sites proposed have an element of Farmland Preservation associated with them, including the existing airport location. More land each year is converted from long time agricultural properties and open spaces into non-agricultural uses such as homes. Agricultural and open space uses of land make a significant contribution to the County economy. Agriculture and open space also help maintain the County's quality of life and rural appeal.

Eaton County, like the State of Michigan is fortunate to have a diversified agricultural economy. Michigan is second to only California when it comes to the diversity of crops grown here. And while the automotive industry drives the state, agriculture is the second largest industry in Michigan. For Michigan and the county to remain competitive economically, notice must be given to the agriculture and farming industry.

In April of 2003, the Eaton County Commissioners showed their support of farmland preservation by passing an ordinance to establish a Purchase of Development program that allows landowners a way to preserve their property as farmland and open space. Since that time the county has been successful in being awarded grant funding two years running, in excess of \$460,000 from the Michigan Preservation Fund Board to preserve farmland. This funding is currently being used to purchase the development rights of four farms in the county.

Protecting farmland and ensuring its use will benefit future generations for many years to come. The stable supply of exportable goods guarantees the local economy will remain diverse and vibrant during any economic period. A strong agricultural industry provides steady jobs and services for a variety of industries. Preserving farmland also enhances the quality of life and rural character of the County.

The relocation of the airport to any of the identified sites would have a significant negative impact on this effort.

Specific benefits to the organization

It is important to note the existence of other public airports within a thirty mile radius of Charlotte. Due to the absence of statistical information at this time regarding the impact on the Fitch H. Beach airport and other airports in the region, the County currently sees no specific benefits.

Available technical information for the sites

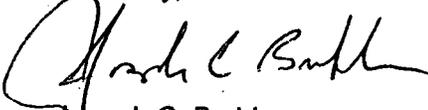
The County has a wide range of services and technical information available to governmental agencies within the county and to the general public. The type of service or information requested may have a fee associated with it.

Mitigation or permitting requirements that may be necessary for project implementation

Mitigation and permitting requirements are directly dependent on the jurisdiction of the project, which has not been determined. The resolution of this issue has a direct impact on the level of participation from the County. A high level of participation from may result in a burden on county staff and the services they provide.

In light of the factors outlined above, the Eaton County Board of Commissioner's is opposed to any relocation of the Fitch H. Beach Airport. If involvement of county staff or the need for county services arises please contact Claudine Hannold, Community Development Director at 517-543-3689 or John Fuentes, County Controller at 517-543-2122. Any questions or concerns regarding this matter may be addressed in the same manner.

Sincerely,



Joseph C. Brehler
Chairperson
Eaton County Board of Commissioners

cc: Claudine Hannold
John Fuentes

March 8, 2007

TENTATIVE AGREEMENT
SHERIFF DEPARTMENT NON-SUPERVISORY UNIT

October 1, 2006 – September 30, 2009

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

1. Wages.

- (a) October 1 2006 – 2%
April 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.

	<u>Current</u>	<u>Upon Ratification</u> <u>5% of Premium</u>	<u>1/1/2008</u> <u>\$15</u>	<u>1/1/2009</u> <u>\$15</u>
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.

	<u>Current</u>	<u>Proposed</u>
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. Sick Leave.

- Remove 552 hour cap
- Employees hired prior to 1/1/1990 - in the event of an employee's death, 75% paid to their beneficiary.
- Employees hired after 1/1/1990 - in the event of an employee's death, 50 % paid to their beneficiary.

6. Various Language Issues.

March 8, 2007

TENTATIVE AGREEMENT
MAINTENANCE, GROUNDSKEEPERS AND CUSTODIAL UNIT

October 1, 2006 – September 30, 2009

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

1. Wages.

- (a) October 1 2006 – 2%
April 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.

	<u>Current</u>	<u>Upon Ratification</u> <u>5% of Premium</u>	<u>1/1/2008</u> <u>\$15</u>	<u>1/1/2009</u> <u>\$15</u>
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.

	<u>Current</u>	<u>Proposed</u>
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.

March 21, 2007

**TENTATIVE AGREEMENT
SHERIFF DEPARTMENT COMMAND**

October 1, 2006 – September 30, 2009

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

1. Wages.

October 1 2006 – 2%
April 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.

2. Health Insurance.

a. Monthly Premium Share.

	<u>Current</u>	<u>Upon Ratification 5% of Premium</u>	<u>1/1/2008 \$15</u>	<u>1/1/2009 \$15</u>
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.

- (a) Threshold for comparable spouse coverage increased from \$600 per year to \$900 per year effective January 1, 2009.
- (b) 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.

	<u>Current</u>	<u>Proposed</u>
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. Other. (Union given choice of either (a) or (b), but not both).

- (a) Addition of one day leave time (Administrative Day) or
- (b) Additional compensation for Corrections Command - ½ % April 1, 2007, ½ % October 1, 2007, ½ % October 1, 2008 (will move towards parity- 10/1/2008 will be 98 ½ % of Road Officer equivalent positions)

6. Various Language Issues.

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

**RESOLUTION TO PROCLAIM
APRIL 8-14, 2007
NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK**

Introduced by the Personnel Committee

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

WHEREAS, emergencies can occur at anytime that require police, fire or emergency medical services; and

WHEREAS, when an emergency occurs, the prompt response of law enforcement, firefighters and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, the safety of our police officers, firefighters, and emergency medical personnel is dependent upon the quality and accuracy of information obtained from citizens who telephone Eaton County Central Dispatch; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our law enforcement, fire, and emergency medical personnel by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS; Public Safety Telecommunicators of Eaton County Central Dispatch contribute substantially to the apprehension of criminals, suppression of fires and treatment of patients; and

WHEREAS; each Public Safety Telecommunicator has exhibited compassion, understanding, and professionalism during the performance of their job in the past year.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners declares the week of April 8, 2007 through April 14, 2007 to be National Public Safety Telecommunicators Week in Eaton County, in honor of the men and women whose diligence and professionalism keep our County and citizens safe.

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

RESOLUTION TO ACCEPT THE SEPTEMBER 30, 2006

EATON COUNTY AUDIT

Introduced by the Finance Committee

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

WHEREAS, the firm of Rehman Robson completed an Audit of Eaton County for the year ending September 30, 2006; and

WHEREAS, such Audit and the recommendations included therein have been reviewed by the Finance Committee.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners accepts the 2005/2006 Eaton County Audit.

Carried.

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

RESOLUTION TO APPROVE FINANCIAL PLAN

Introduced by the Finance Committee

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

WHEREAS, the Eaton County audited financial statements report a fund deficit in the Veterans Trust Fund, as of September 30, 2006; and

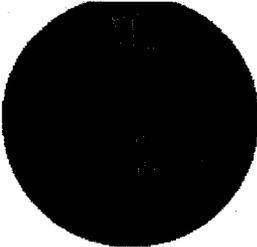
WHEREAS, Act 275 of the Public Acts of 1980 requires that a Financial Plan must be filed with the Department of Treasury insuring that the deficit condition will be corrected within 90 days after the beginning of the fiscal year; and

WHEREAS, such plan has been developed and is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners approves the attached Financial Plan; and

BE IT FURTHER RESOLVED, that this Resolution and Financial Plan be sent to the State of Michigan Department of Treasury.

Carried.



EATON COUNTY CONTROLLER/PERSONNEL

1045 Independence Blvd
Charlotte, MI 48813

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

John F. Fuentes, CPA
Controller

Connie L. Sobie
Assistant Controller

Mary M. Schelles
Personnel Specialist

March 26, 2007

Kevin Bonds
Michigan Department of Treasury
Local Audit and Finance Division
4th Floor, Treasury Building
Lansing, MI 48933

Dear Mr. Bonds:

Please consider this letter the fulfillment of Eaton County, Michigan's deficit elimination plan requirement. For the year ended, September 30, 2006, the following fund was reported in a deficit condition.

Veterans Trust Special Revenue Fund
Reported Deficit - (\$2,498)

This deficit is anticipated to be eliminated through the combination of a request to Military Veterans Trust Fund for a special allotment for FY 06-07 and an appropriation to the fund.

If you have any questions or need any further information, do not hesitate to contact me.

Sincerely,



Connie L. Sobie
Assistant Controller

COUNTY OF EATON

At a regular meeting of the Board of Commissioners of the County of Eaton, Michigan, held on the 21st day of March, 2007, at 7:00 p.m., Eastern Daylight Savings Time, in the Eaton County Courthouse Building in Charlotte, Michigan there were:

PRESENT: Hosey, MacDowell, Abed, Strachan, Pearl-Wright, Farhat, Freeman,
Forell, Keefe, Luna, Baker, Barr, Peters, Brehler

ABSENT: Clarke

The following preambles and resolution were offered by Commissioner Keefe and seconded by Commissioner Baker.

**RESOLUTION TO APPROVE PLANS, COST ESTIMATE,
ESTIMATE OF THE PERIOD OF USEFULNESS
AND LEASE CONTRACT**

WHEREAS, there have been prepared and presented to the Board of Commissioners (the "Board") of the County of Eaton, Michigan (the "County"), preliminary plans to expand, renovate, remodel, construct, furnish and equip the Eaton County Jail (the "Project"), all as more fully described in EXHIBIT A to the Lease Contract (as hereinafter defined), and a proposed Lease Contract between the County and the Eaton County Building Authority (the "Authority") dated as of April 1, 2007 (the "Lease Contract"), pursuant to which the Authority will expand, renovate, remodel, construct, furnish and equip the Project as contemplated by the terms of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), and lease the Project to the County for a term not to exceed 50 years as permitted by Act 31; and

WHEREAS, it has been estimated that the period of usefulness of the Project to be not less than 25 years and that the total cost of expanding, renovating, remodeling, constructing, furnishing and equipping the Project (as defined in the Lease Contract) in an amount not to exceed \$15,000,000 which will be provided by the proceeds from the sale of bonds by the Authority pursuant to Act 31; and

WHEREAS, the County proposes to undertake the Project and to request the Authority to incur taxable or tax-exempt debt (the "Reimbursement Obligations") to finance all or a portion of the costs of the Project;

WHEREAS, the County may make certain expenditures for said Project prior to issuance of the Reimbursement Obligations and may wish to use the proceeds of the Reimbursement Obligations to reimburse all or a portion of said expenditures.

WHEREAS, it is in the public interest and for the public benefit that the County designate an authorized officer for the purposes of declaring official intent of the County with respect to expenditures;

WHEREAS, there has been prepared and attached hereto as APPENDIX I a form of Lease Contract and as APPENDIX II a form of notice entitled "NOTICE OF INTENTION OF THE COUNTY OF EATON TO ENTER INTO A LEASE CONTRACT WITH THE EATON COUNTY BUILDING AUTHORITY AND NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON" (the "Notice of Intention");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF EATON, MICHIGAN, as follows:

1. The preliminary plans and estimates relating to the Project and identified in EXHIBIT A to APPENDIX I hereto are hereby approved and ordered filed with the County Clerk.
2. The Lease Contract in the form of APPENDIX I hereto is hereby approved, and the Chairperson of the Board of Commissioners and the County Clerk are hereby authorized and directed to execute and deliver the same for and on behalf of the County.
3. It is hereby determined that the Notice of Intention provides information sufficient to adequately inform the electors and taxpayers of the County of the nature of the contractual obligations to be undertaken by the County in the Lease Contract and of their right under Act 31 to file a petition requesting a referendum election on the Lease Contract.
4. The form and content of the Notice of Intention are hereby approved, and the County Clerk is hereby authorized and directed to cause the Notice of Intention to be published once in *Lansing State Journal*, Lansing, Michigan, a newspaper of general circulation within the County which is hereby determined to be the newspaper reaching the largest number of electors and taxpayers of the County. The Notice shall be at least one quarter page in size.
5. The Controller of the County is hereby authorized to declare official intent of the County with respect to reimbursement.
6. Each declaration of official intent shall be substantially in the form set forth in APPENDIX III attached hereto and by this reference incorporated herein; and said form may be modified from time to time on the advice of bond counsel

to the County and as necessary to conform to requirements of our reimbursement regulations as the same may be adopted by the Internal Revenue Service or amended from time to time, or with the requirements of applicable rulings or regulations relating to tax-exempt borrowings.

7. The Controller is hereby directed to file each declaration of official intent in the office of the Eaton County Clerk, which location constitutes the customary location of the records of the Authority which are available to the general public.

8. The Eaton County Clerk is further directed to assure that each declaration of intent is continuously available during normal business hours of the County on every business day of the period beginning the earlier of 10 days after the date of execution of said declaration of intent and ending on the date of issuance of the Reimbursement Bonds.

9. The Chief Administrative Officer of the County, if necessary, is authorized to apply to the Department of Treasury ("Treasury") for approval to issue the bonds, to pay the related fee, and to execute and deliver such other documents as may be requested by the Treasury.

A ROLL CALL VOTE WAS TAKEN AS FOLLOWS:

YES:	<u>Hosey, MacDowell, Abed, Strachan, Pearl-Wright, Farhat,</u> <u>Freeman, Forell, Keefe, Luna, Baker, Barr, Peters, Brehler</u>
NO:	<u>None</u>
ABSTAIN:	<u>None</u>

THE RESOLUTION WAS DECLARED ADOPTED.

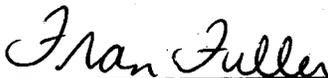
las.r1-eat26

STATE OF MICHIGAN)

) ss.

COUNTY OF EATON)

The undersigned, being the duly qualified and acting Clerk of the County of Eaton, hereby certifies that the foregoing is a true and complete copy of a resolution duly adopted by the Eaton County Board of Commissioners at its regular meeting held on March 21, 2007, at which meeting a quorum was present and remained throughout and that an original thereof is on file in the records of the County. I further certify that the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, as amended, and that minutes of such meeting were kept and will be or have been made available as required thereby.



Eaton County Clerk

DATED: 3-21, 2007

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APPENDIX I

LEASE CONTRACT

THIS FULL FAITH AND CREDIT GENERAL OBLIGATION LEASE CONTRACT ("Lease") made as of April 1, 2007, by and between the EATON COUNTY BUILDING AUTHORITY (the "Authority"), a building authority organized and existing under and pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), and the COUNTY OF EATON, a County of the State of Michigan (the "County"),

W I T N E S S E T H :

WHEREAS, the Authority has been incorporated by the County pursuant to Act 31 for the purpose of acquiring, furnishing, equipping, owning, improving, enlarging, operating and maintaining a building or buildings, automobile parking lots or structures, recreational facilities and stadiums, and the necessary site or sites therefor, for the use of the County; and

WHEREAS, the County desires to undertake a project consisting of the financing of the expanding, renovating, remodeling, furnishing, constructing and equipping of the Eaton County Jail, as more fully described in EXHIBIT A to this Lease (the "Project"), and it is proposed that the Authority undertake the Project; and

WHEREAS, it is proposed that the Authority finance all or part of the total cost of the Project by the issuance of building authority bonds payable from cash rental payments to be made by the County to the Authority pursuant to this Lease and Act 31; and

WHEREAS, a description of the Project, and estimate of the period of usefulness thereof and an estimate of the total cost of the Project, all as set forth on EXHIBIT A to this Lease, have been reviewed and approved by the Board of Commissioners of the County; and

WHEREAS, in order to make possible the issuance of building authority bonds to finance a portion of the total cost of the Project, it is necessary under Act 31 for the parties to enter into this Lease;

THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS AND AGREEMENTS SET FORTH BELOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THIS LEASE AS FOLLOWS:

1. Authorization and Issuance of Bonds. As soon as practicable after the effective date of this Lease, the Authority shall proceed to authorize and issue one or more

series of its building authority bonds in the aggregate principal amount of not to exceed \$15,000,000 (the "Bonds"), pursuant to and in accordance with provisions of Act 31, for the purpose of expanding, renovating, remodeling, constructing, furnishing and equipping the Project. The Authority shall pledge for the payment of the principal of and interest on the Bonds the receipts from the cash rental payments described and required to be paid by the County pursuant to this Lease. The Bonds of any series shall be dated May 1, 2007 or the first day of any later month in 2007 or 2008 as the Authority shall approve in the resolution authorizing issuance of the Bonds (the "Bond Resolution"). The Bonds shall bear interest at a rate or rates that will result in a net interest cost not exceeding 8% per annum. Interest shall be payable semi-annually and shall begin as specified in the Bond Resolution until maturity of the bonds and shall mature in accordance with the Debt Retirement Schedule set forth on EXHIBIT B to this Lease. Each date on which any payment of principal of and/or interest on any bond is due is referred to herein as a "Bond Payment Date." The Bonds may be payable on the first day of a different month, if necessary, to match rental income paid to the County.

The County and the Authority recognize and acknowledge that (a) such Debt Retirement Schedule is based upon an assumed interest rate and date of issuance of the Bonds and upon assumed Bond Payment Dates, all as set forth in EXHIBIT B, (b) the Bond Payment Dates will be specified in the Bond Resolution, (c) the date and amount of each payment of cash rental required under this Lease will be determined (subject to the limitations expressed in the preceding paragraph of this Section) when the Bond Resolution is adopted by the Authority and the Bonds are sold, by application of the rate or rates of interest (that will result in a net interest cost not exceeding 8% per annum) actually borne by the Bonds.

The Bonds may be sold subject to redemption prior to maturity at the option of the Authority with such redemption premiums and upon such terms as shall be set forth in the Bond Resolution.

Upon receipt of the proceeds of the sale of the Bonds, all premium, capitalized interest, if any, and accrued interest received from the purchaser or purchasers of the Bonds shall be transferred to a bond and interest redemption fund, and the balance of such proceeds shall be deposited into an construction fund, each of which shall be established by the Bond Resolution and maintained as a separate depository account of the Authority. The money in the construction fund shall be used to pay costs of the Project, and upon payment of all such costs, any excess money in the construction fund will be used as provided in Section 4.

In the event that for any reason after the date upon which this Lease is executed, but before the Bonds have been issued,

it appears to the County and the Authority that the part of the Project to be paid by bond proceeds can be equipped for less than \$15,000,000, or the County shall be able to make payment in advance on the cash rental payments payable pursuant to this Lease, the Authority may reduce the amount of bonds to be issued in multiples of \$5,000 and reduce the annual maturities or the years of maturities as the County shall direct.

2. Transfer of Title to and Completion of Project. As soon as practicable after the Bonds have been sold, the Authority shall construct the Project. The plans, cost estimate and estimated period of usefulness for the Project, all of which have been filed with the County Clerk and the Secretary of the Authority, are hereby approved and adopted. The Project shall be implemented in substantial accordance with such plans which are incorporated as part of (but not attached to) this Lease. No major changes in such plans shall be made without the written approval of both the County and the Authority.

3. Increased Project Costs. In the event that it shall appear, upon taking the necessary bids for the expanding, renovating, remodeling, furnishing, constructing and equipping of the Project and after issuance of the Bonds, that the Project cannot be completed at the estimated cost, the Authority shall immediately so notify the County. The County may elect to pay the increased cost in cash to the Authority in which event the amount of such cash payment shall be deposited in the construction fund for the Project and the Authority shall proceed to construct and complete the Project. In the alternative, the County and the Authority may agree, by an amendment to this Lease, that additional bonds shall be issued by the Authority in an amount sufficient to pay the increased Project costs. If, after the sale and issuance of the Bonds, it shall become necessary to raise additional funds to pay for an increase in the Project costs and this Lease cannot be amended to provide for the issuance of additional bonds, or if for any other reason additional bonds cannot be issued, the County shall pay to the Authority in cash an amount which will be sufficient to enable the Authority to complete the Project in accordance with the plans of the Project.

4. Funds Remaining After Completion. Any unexpended balance of the proceeds of the sale of the Bonds remaining after completion of the Project may be used to improve or enlarge the Project or for other projects of the Authority provided that such use of the funds in the construction fund has been approved by the Municipal Finance Division of the Michigan Department of Treasury, if necessary, and the County. Any unexpended balance not so used shall be paid into the bond and interest redemption fund, and the County shall receive a credit against the cash rental payments next due under this Lease to the extent of the moneys so deposited in the manner provided in the Bond Resolution.

5. Insurance Requirements. The Authority shall require any contractor or contractors for the Project to furnish all necessary bonds guaranteeing performance and all labor and material bonds and all owner's protective, workers' compensation and liability insurance required for the protection of the Authority and the County. Such bonds and insurance, and the amounts thereof, shall be subject to approval of the County on the advice of its counsel. The Authority also shall require a sufficient fidelity bond from any person handling funds of the Authority.

6. Lease Term; Possession; Reconveyance. (a) The Authority does hereby lease the Project to the County for a term commencing on the effective date of this Lease (determined as provided in Section 22) and ending on December 31, 2030, or such earlier or later date as the principal of and premium, if any, and interest on the Bonds, the fees and expenses of the paying agent for the Bonds and all amounts owing hereunder have been paid in full, but in any event the term of this Lease shall not exceed 50 years. Possession of the Project shall vest in the County upon the execution of the Lease. At the end of the term of this Lease, the Authority shall convey to the County all of its right, title and interest in and to the Project and any lands, easements or rights-of-way appertaining thereto, and upon such conveyance, this Lease shall terminate, and the Authority shall have no further interest in, or obligations with respect to, the Project.

(b) The County shall, upon the terms and conditions set forth in this Lease, acquire and convey to the Authority all lands, buildings, tenements, hereditaments, easements and rights-of-way necessary to enable the Authority to expand, renovate, remodel, furnish, construct and equip the Project.

7. Cash Rental; Pledge of Full Faith and Credit. The County hereby agrees to pay to the Authority as cash rental for the Project such periodic amounts as shall be sufficient to enable the Authority to pay the principal of and interest on the Bonds as such principal and interest shall become due, whether at maturity or by redemption. For so long as any bonds are outstanding, the County shall pay to the Authority, on the Bond Payment Date, an amount sufficient to pay the principal and/or interest due on the Bonds on such Bond Payment Date.

The County hereby pledges its full faith and credit for the payment of the cash rental when due and agrees that it will levy each year such ad valorem taxes as shall be necessary for the payment of such cash rental, which taxes, however, will be subject to applicable constitutional and statutory limitations on the taxing power of the County, and which shall not be in an amount or at a rate exceeding that necessary to pay its contractual obligation pursuant to this Lease. If the County, at the time prescribed by law for the making of its annual tax levy, shall have other funds on hand which have been set aside

and earmarked for payment of its obligations under this Lease for which a tax levy would otherwise have to be made, then the tax levy shall be reduced by the amount of such other funds. Such other funds may be raised from any lawful source. The obligation of the County to make such cash rental payments shall not be subject to any set-off by the County nor shall there be any abatement of the cash rental payments for any cause, including, but not limited to, casualty that results in the Project being untenable.

8. Expenses of Issuing and Payment of Bonds. The Authority shall pay from the proceeds of the sale of any series of the Bonds all expenses incurred with respect to the issuance of the Bonds. The County agrees to pay to the Authority, in addition to the cash rental provided for in Section 7, all expenses incurred with respect to the issuance and payment of the Bonds, to the extent not so paid from the proceeds from the sale of the Bonds. The obligation of the County to make such payments shall be a general obligation of the County.

9. Prior Expenses of the County. Upon the sale of the Bonds, the County shall give the Authority a full and complete accounting of the costs and expenses incurred on or before that date by the County in connection with the Project, and the Authority shall thereupon reimburse the County for such costs and expenses to the extent that such costs and expenses were included in the portion of the total cost of the Project to be paid from bond proceeds.

10. Maintenance and Repairs. The County shall, at its own expense, operate and maintain the Project and shall keep the same in good condition and repair. Operation and maintenance shall include (but not be limited to) the providing of all personnel, equipment and facilities, all light, power, heat, water, sewerage, drainage and other utilities, and all properties and services of whatever nature, as shall be necessary or expedient in the efficient and lawful operation and maintenance of the Project. Premiums for insurance required to be carried upon or with respect to the Project or the use thereof and taxes levied upon either party hereto on account of the ownership or use of the Project, or on account of rentals or income from the Project, shall likewise be deemed operation and maintenance expenses. The obligation of the County to pay all costs and expenses of the operation and maintenance of the Project shall be a general obligation of the County.

11. Property Insurance and Insurance Proceeds. The County shall provide, at its own expense, fire and extended coverage insurance in an amount which is at least equal to the amount of bonds outstanding from time to time or to the amount of the full replacement cost of the Project if that amount be less than the amount of bonds outstanding. Such insurance shall be payable to the County and the Authority as their interests may appear and shall be made effective from the date of commencing construction

of the Project. In the event of the partial or total destruction of the Project during or after construction, or if the Project is for any reason made unusable, the cash rental payments provided in Section 7 shall continue unabated. The County shall have the option to use the proceeds of insurance, in the event of loss or damage to the Project, for the repair or restoration of the Project. If the County shall determine not to use the proceeds of insurance for the repair or restoration of the Project, the amount of such insurance proceeds shall be held by the County until it is paid to the Authority and deposited in the bond and interest redemption fund (as required by Paragraph 1), and the County shall receive appropriate credits on future cash rental payments due under this Lease.

12. Liability Insurance. The County shall provide and maintain during the term of this Lease adequate liability insurance protecting the County and the Authority against loss on account of damage or injury to persons or property, imposed by reason of the ownership, possession, use, operation, maintenance or repair of the Project and the site of the Project, or resulting from any acts of omission or commission on the part of the County or the Authority or their respective officers, employees or agents in the connection with the Project and shall indemnify, hold harmless and defend the Authority, its officers, employees or agents against any and all claims for any such damage or injury. Such insurance shall be made effective from the date construction of the Project commences.

13. No Unlawful Use Permitted. The Project shall not be used or permitted to be used in any unlawful manner or in any manner which would violate the provisions of any contract or agreement between the County or the Authority and any third party. The County shall hold the Authority harmless and keep it fully indemnified at all times against any loss, injury or liability to any persons or property by reason of the use, misuse or non-use of the Project or from any act or omission in, on or about the Project. The County shall, at its own expense, make any changes or alterations in, on or about the Project which may be required by any applicable statute, charter, ordinance or governmental regulation or order and shall save the Authority harmless and free from all costs or damages with respect thereto.

14. Alterations of Project. The County, in its sole discretion, may install or construct in or upon, or may remove from the Project, any equipment, fixtures or structures, and may make any alterations to or structural changes in, the Project as the County may desire.

15. Right of Inspection. The Authority, through its officers, employees, or agents, may enter upon the Project at any reasonable time during the term of this Lease for the purpose of inspecting the Project and determining whether the

County is complying with the covenants, agreements, terms and conditions of this Lease.

16. Contractual Rights of Bondholders. Inasmuch as this Lease, and particularly the obligation of the County to make cash rental payments to the Authority, provides the security for payment of the principal of and interest on the Bonds, it is hereby declared that this Lease is made for the benefit of the holders from time to time of the Bonds as well as for the benefit of the parties and that such holders shall have contractual rights under this Lease. In the event of any default under this Lease on the part of the County, the Authority and the holders of the Bonds shall have all rights and remedies provided by law, including in particular all rights and remedies provided by Act 31. The parties further agree that they will not do, or permit to be done, any act, and that this Lease will not be amended in any manner, which would impair the security of the Bonds or the rights of the holders of the Bonds. An amendment of this Lease to authorize the issuance of additional bonds and providing the payment of additional cash rentals for the payment of such bonds shall not be deemed to impair the security of the Bonds or the rights of the holders of the Bonds.

17. Appurtenant Facilities. The site on which this Project is to be located includes, or will include, roadways, walks, drives, parking areas and landscaping which are of benefit to and necessary to the full use and enjoyment of the Project, and it is hereby agreed that so long as any bonds remain outstanding and unpaid, such appurtenant facilities will be maintained in good repair and condition by the County or by its lessees and available to the users and occupants of the Project.

18. Successors and Assigns. This Lease shall inure to the benefit of, and be binding upon, the respective parties hereto and their successors and assigns, provided, however, that no assignment shall be made in violation of the terms of this Lease nor shall any assignment be made which would impair the security of the Bonds or the rights of the holders of the Bonds.

19. Abandonment of Project. In the event the Bonds to finance the Project cannot be or are not issued by the Authority on or before December 1, 2008, the Project shall be abandoned, the County shall pay from available funds all expenses of the Authority incurred to the date of abandonment, and neither party shall have any further obligations under this Lease.

20. Consents, Notices, Etc. The right to give any consent, agreement or notice required or permitted in this Lease shall be vested, in the case of the County, in its Board of Commissioners, and in the case of the Authority, in its Commission. Any notice required or permitted to be given under this Lease shall be given by delivering the same, in the case of

the County, to the County Clerk, and in the case of the Authority, to any member of its Commission.

21. Changes in Law or Corporate Status. In the event there shall occur changes in the Constitution or statutes of the State of Michigan which shall affect the organization, territory, powers or corporate status of the County, the terms and provisions of this Lease shall be unaffected thereby insofar as the obligation of the County to make the cash rental payments is concerned. The proceeds of any sale or other liquidation of any interest of the County or the Authority in the Project are hereby impressed with a first and prior lien for payment of any outstanding bonds or other obligations of the Authority incurred by reason of the Project or any additions or improvements thereto.

22. Effective Date of Lease. This Lease shall become effective on the 61st day after publication of a Notice of Intention in *Lansing State Journal*, a newspaper published in Lansing, Michigan, as required by Act 31, provided that if a petition for a referendum is filed as provided in (and meeting all requirements of) Section 8b of Act 31, then this Lease shall not become effective unless and until approved by a majority of the electors of the County voting thereon at a general or special election.

23. Undertaking to Provide Continuing Disclosure. For the Bonds and any refunding bonds issued pursuant to paragraph 24, the County and the Authority hereby covenant and agree, for the benefit of the beneficial owners of the Bonds, to enter into a written undertaking (the "Undertaking") required by SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The undertaking shall be in the form attached hereto as Appendix A. This Undertaking shall be enforceable by the beneficial owners of the Bonds or by the Purchaser(s) on behalf of such beneficial owners (provided that the Purchaser(s) right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the obligations hereunder and any failure by the County and the Authority to comply with the provision of this Undertaking shall not be an event of default with respect to the Bonds).

The County Controller and the Chairperson or Treasurer of the Authority, or other officer of the County or Authority charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's and Authority's Undertaking.

24. Refunding and Advance Refunding. In the event it appears advantageous in the opinion of the Authority to issue bonds to refund any series of bonds issued by the Authority pursuant to this Lease (including advance refunding bonds), the County consents to such refunding as long as:

(1) In the case of any refunding bonds and the first issue of advance refunding bonds, there is a net overall saving to the County in its remaining payments to the Authority of at least 5% or \$25,000, whichever is less.

(2) In the case of any refunding not covered in subparagraph (1), the County consents to such refunding.

IN WITNESS WHEREOF, the EATON COUNTY BUILDING AUTHORITY, by its Commission, and the COUNTY OF EATON, by its Board of Commissioners, have caused this Lease to be signed by their duly authorized officers, and their seals to be affixed hereto, all as of the day and year first above written.

WITNESSES TO SIGNATURES
OF AUTHORITY OFFICERS:

EATON COUNTY BUILDING AUTHORITY

By: _____
Chairperson of its Commission

By: _____
Secretary of its Commission

WITNESSES TO SIGNATURES
OF COUNTY OFFICERS:

COUNTY OF EATON

By: _____
Chairperson, Board of Commissioners

By: _____
County Clerk

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STATE OF MICHIGAN)

) ss.

COUNTY OF EATON)

On this ____ day of _____, 200_, before me appeared _____ and _____, to me personally known, who being by me duly sworn, did each say that they are, respectively, the Chairperson and the Secretary of the Commission of the EATON COUNTY BUILDING AUTHORITY and that the foregoing Lease Contract was signed and sealed by them on behalf of the Authority by authority of its Commission, and that such persons acknowledged such instrument to be the free act and deed of the Authority.

Notary Public, Eaton County,
Michigan

My Commission Expires: _____

(Seal)

STATE OF MICHIGAN)

) ss.

COUNTY OF EATON)

On this ____ day of _____, 200_, before me appeared _____ and _____, to me personally known, who being by me duly sworn, did each say that they are, respectively, the Chairperson of the Board of Commissioners and the County Clerk of the COUNTY OF EATON and that the foregoing Lease Contract was signed and sealed by them on behalf of the County by authority of its Board of Commissioners, and that such persons acknowledged such instrument to be the free act and deed of the County.

Notary Public, Eaton County,
Michigan

My Commission Expires: _____

(Seal)

Instrument Drafted By:

John R. Axe
Axe & Ecklund, P.C.
21 Kercheval, Suite 360
Grosse Pointe Farms, Michigan 48236

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APPENDIX A

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the _____ (the "Issuer") [_____] (the "Obligated Municipality") in connection with the issuance of \$ _____ [Name of Issue] (the "Securities"). The Securities are being issued pursuant to a _____ Resolution adopted by the Governing Body of the Issuer on _____, _____; a _____ Resolution adopted by the governing body of the Issuer [Obligated Municipality]; and an Award Resolution adopted by the Governing Body of the Issuer on _____, _____ (collectively the "Resolution") and delivered to _____ (the "Purchaser") on the date hereof. Pursuant to the Resolution, the Issuer [Obligated Municipality] has covenanted and agreed to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events. In addition, the Issuer [Obligated Municipality] hereby specifically covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer [Obligated Municipality] for the benefit of the beneficial owners of the Securities in order to assist the Participating Underwriters within the meaning of the Rule (defined herein) in complying with SEC Rule 15c2-12(b)(5). This Disclosure Certificate constitutes the written Undertaking required by the Rule.

Section 2. Definitions. In addition to the defined terms set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any annual report provided by the Issuer [Obligated Municipality] pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" means the Issuer's [Obligated Municipality's] annual financial statements, which are currently prepared in accordance with generally accepted accounting principles [GAAP for governmental units as prescribed by GASB] and which the Issuer [Obligated Municipality] intends to continue to prepare in substantially the same form.

"Fiscal Year" means the fiscal year of the Issuer [Obligated Municipality].

"Final Official Statement" means the final official statement dated _____, _____ delivered in connection with the Securities, which is available from the MSRB.

"Governing Body" means the _____ of the Issuer [Obligated Municipality] or such other body as may hereafter be the chief legislative body of the Issuer.

"Issuer" means _____ which is the obligated person with respect to the Securities.

["Obligated Municipality" means _____ which is the obligated person with respect to the Securities.]

"Issuer Contact" means the [Clerk, or _____] of the Issuer who can be contacted at _____.

["Obligated Municipality Contact" means the [Clerk, or _____] of the Obligated Municipality who can be contacted at _____.]

"Material Event" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" means the Municipal Securities Rulemaking Board located at 1150 18th Street, N.W., Suite 400, Washington, D.C. 20036.

"NRMSIR" means any nationally recognized municipal securities information repository as recognized from time to time by the SEC for purposes of the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Securities (including the Purchaser) required to comply with the Rule in connection with the offering of the Securities.

"Repository" means each NRMSIR and each SID, if any.

"Rule" means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" means the Securities and Exchange Commission.

"SID" means any public or private repository or entity designated by the State of Michigan as a state information depository for the purpose of the Rule. The SID shall be the Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226.

Section 3. Provision of Annual Financial Information and Audited Financial Statements.

(a) The Issuer [Obligated Municipality] shall, not later than two hundred seventy (270) days after the end of the Fiscal Year, commencing with the year that ends _____, provide each Repository with annual financial information which is consistent with the requirements of Section 4 of this Disclosure Certificate. The annual financial information may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer [Obligated Municipality] may be submitted separately from the balance of the annual financial information; and provided further that unaudited financial statements will be included with the other financial information, if audited statements have not already been furnished.

(b) If the Issuer [Obligated Municipality] is unable or fails to provide to the Repositories an Annual Report by the date required in subsection (a), the Issuer [Obligated Municipality] shall send a notice of that fact in a timely manner to the NRMSIRs, the MSRB and any SID.

(c) The Issuer [Obligated Municipality] shall determine each year prior to the date for providing the Annual Report the name and address of each NRMSIR and each SID, if any.

Section 4. Content of Annual Reports. The Issuer's [Obligated Municipality's] Annual Report shall contain or incorporate by reference the following:

Updates of the "State Equalized Valuation", "Taxable Valuation", "Tax Rates and Levies", "Tax Collection Record", "General Fund Revenues and Expenditures", and "Debt Statement (Direct and Overlapping Debt)" contained in the Final Official Statement and the current Audited Financial Statements.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the Issuer [Obligated Municipality] or related public entities, which have been submitted to each of the Repositories or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer [Obligated Municipality] shall clearly identify each such other document so incorporated by reference.

Section 5. Reporting of Material Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events in a timely manner if material with respect to the Securities:

1. Principal and interest payment delinquencies;

2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Securities;
7. Modification to rights of beneficial owners of the Securities;
8. Securities calls;
9. Defeasances;
10. Release, substitution or sale of property securing repayment of the Securities; and
11. Rating changes.

(b) Whenever a Material Event occurs, the Issuer [Obligated Municipality] shall promptly file a notice of such occurrence with either all NRMSIRs or with the MSRB and with any SID. Notwithstanding the foregoing, notice of Material Events described in subsections (a) (8) and (9) need not be given under this subsection any earlier than the notice (if any) of the underlying event is required to be given to beneficial owners of affected Securities pursuant to the Resolution.

(c) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer [Obligated Municipality] shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer's [Obligated Municipality's] information.

Section 6. Termination of Reporting Obligation. The Issuer's [Obligated Municipality's] obligations under the Resolution and this Disclosure Certificate shall terminate upon the defeasance, prior redemption or payment in full of all the Securities.

Section 7. Issuer [Obligated Municipality] Contact; Agent. Information may be obtained from the Issuer [Obligated Municipality] Contact. Additionally, the Issuer [Obligated Municipality] may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations

under the Resolution and this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent. The initial dissemination agent shall be the Municipal Advisory Council of Michigan, 1445 First National Building, Detroit, Michigan 48226.

Section 8. Amendment; Waiver. Notwithstanding any other provision of the Resolution or this Disclosure Certificate, as provided in this Section 8, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of nationally recognized bond counsel to the effect that such amendment or waiver would not, if and of itself, cause the undertakings to violate the Rule. The provisions of this Disclosure Certificate constituting the Undertaking or any provision hereof, shall be null and void in the event that the Issuer [Obligated Municipality] delivers to each then existing NRMSIR and the SID, if any, an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Disclosure Certificate are invalid, have been repealed retroactively or otherwise do not apply to the Securities. The provisions of this Disclosure Certificate constituting the Undertaking may be amended without the consent of the beneficial owners of the Securities, but only upon the delivery by the Issuer [Obligated Municipality] to each then existing NRMSIR and the SID, if any, of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this Disclosure Certificate and by the Issuer [Obligated Municipality] with the Rule. Any such amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Issuer [Obligated Municipality] for other obligated person, as defined in the Rule), or type of business conducted. No such amendment may be made unless the Undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Securities, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances. No such amendment shall be made unless it does not materially impair the interests of beneficial owners of the Securities, as determined by nationally recognized bond counsel. The annual financial information containing any amended operating data or amended financial information will explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the Undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made will present a comparison between the financial statements or information prepared on the basis of the new account principles and those prepared on the basis of the

former accounting principles. The comparison will include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the Issuer [Obligated Municipality] or any obligated person to meet its obligations. To the extent reasonably feasible, the comparison will also be quantitative. A notice of the change in the accounting principles will be sent to each then existing NRMSIR or the MSRB, and to the SID, if any.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer [Obligated Municipality] from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the Issuer [Obligated Municipality] chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer [Obligated Municipality] shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 10. Default. In the event of a failure of the Issuer [Obligated Municipality] to comply with any provision of this Disclosure Certificate any holder of the Securities may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer [Obligated Municipality] to comply with its obligations under the Resolution and this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default with respect to the Securities and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer [Obligated Municipality] to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer [Obligated Municipality], the Participating Underwriters and beneficial owners from time to time of the Securities, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, I have executed this Certificate in my
official capacity effective the _____ day of _____,
_____.

[Executive Officer]

Clerk/Secretary

[SEAL]

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EXHIBIT A to LEASE CONTRACT

Project Description

The Project will consist of the expansion and renovation of the Eaton County Jail. Approximately 51,000 square feet of renovations and expansions include, but are not limited to, the addition of a two story housing facility and appurtenances therefor, site work, equipment, electrical, mechanical, roofing, flooring, painting, waterproofing, fire protection and landscaping.

Legal Description

Beginning on the North section line at a point which is N 89 deg 59 min 40 sec W 193.48 feet, from the North $\frac{1}{4}$ corner of Section 12, T2N, R5W, City of Charlotte, Eaton County, Michigan; thence S 33 deg 20 min 40 sec E 321.00 feet, to a point of curvature; thence Southerly 136.93 feet, along a 120 ft. radius curve to the left whose central angle is 65 deg 22 min 33 sec; thence S 33 deg 20 min 40 sec E 106.61 feet to a point of curvature; thence Southerly 212.40 feet along a 363 ft. radius curve to the right to a point of tangency; thence S 0 deg 09 min 20 sec W 233.25 feet to a point of curvature; thence Southerly 237.97 feet along a 407 ft. radius curve to the left to a point of tangency; thence S 33 deg 20 min 40 sec E 47.73 feet to a point of curvature; thence Southerly 130.38 feet along a 223 ft. radius curve to the right to a point of tangency; thence S 0 deg 09 min 20 sec W 102.72 feet to the South line of North $\frac{1}{2}$ of said Section 12; thence West along said line 279.72 feet, to a point 60.60 feet East of the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the Section 12; thence N 0 deg 21 min 50 sec W parallel with the N-S $\frac{1}{4}$ line 249 feet; thence West 334.50 feet to the Easterly line of the Penn Central Railroad; thence N 36 deg 52 min 50 sec W along said Easterly line 1356.84 feet to the North section line; thence S 89 deg 59 min 40 sec E 887.84 feet to the point of beginning; except South 540 feet of said parcel.

Corner Part of Jail Site

That part of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ Section 12, Town 2 North of Range 5 West, City of Charlotte, Eaton County, Michigan, described as follows:

Commencing at the Southwest corner of the said Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, thence East 60.60 feet; thence North 249 feet; thence West to the Easterly line of the right of way of the New York Central Railroad Company; thence Southeasterly along said right of way line to the

South line of the said Northeast 1/4 of the Northwest 1/4;
thence East 88.94 feet to the place of beginning.

ESTIMATED PROJECT COSTS

Expansion, Renovation, Remodeling, Construction, Furnishing and Equipment Costs	\$14,480,318
Financing Costs, Bond Discount, Project Contingency and Other Costs	\$ <u>519,682</u>
TOTAL ESTIMATED PROJECT COSTS	<u>\$15,000,000</u>

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EXHIBIT B
to
LEASE CONTRACT

EATON COUNTY BUILDING AUTHORITY PROJECT
SCHEDULE OF PRINCIPAL AND INTEREST

DUE

AMOUNT

TOTAL

\$ _____

APPENDIX II

NOTICE OF INTENTION OF THE COUNTY OF EATON TO ENTER INTO A LEASE CONTRACT WITH THE EATON COUNTY BUILDING AUTHORITY AND NOTICE OF RIGHT TO PETITION FOR REFERENDUM THEREON

TO ALL ELECTORS AND TAXPAYERS OF
THE COUNTY OF EATON:

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the County of Eaton, Michigan (the "County"), has authorized the execution of a full faith and credit general obligation lease contract (the "Lease") between the County and the Eaton County Building Authority (the "Authority"). The Lease provides, among other things, for the following purposes: See Exhibit A, to be located at: See Exhibit A (the "Project"). The Lease provides further that the Authority will finance all or a portion of the total cost of the Project by the issuance of one or more series of building authority bonds (the "Bonds") pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), in anticipation of the receipt of cash rental payments to be made by the County to the Authority pursuant to the Lease. The maximum amount of bonds to be issued in one or more series shall not exceed \$15,000,000, the term of the Lease shall not exceed 25 years and the Bonds shall bear interest at a rate or rates that will result in a net interest cost of not more than 8% per annum.

FULL FAITH AND CREDIT AND TAXING POWER OF THE COUNTY OF EATON WILL BE PLEDGED

NOTICE IS FURTHER GIVEN that in the Lease the County will obligate itself to make cash rental payments to the Authority in amounts sufficient to pay the principal of and interest on the Bonds. The full faith and credit of the County will be pledged for the making of such cash rental payments. Pursuant to such pledge of its full faith and credit, the County will be obligated to levy such ad valorem taxes upon all taxable property in the County as shall be necessary to make such cash rental payments, which taxes, however, will be subject to applicable statutory and constitutional limitations on the taxing power of the County. In addition to its obligation to make cash rental payments, the County will agree in the Lease to pay all costs and expenses of operation and maintenance of the Project and all expenses of the Authority incidental to the issuance and payment of the Bonds, to the extent such expenses are not payable from the proceeds of the Bonds.

RIGHT TO PETITION FOR REFERENDUM

NOTICE IS FURTHER GIVEN to the electors and taxpayers of the County to inform them of the right to petition for a

referendum on the question of entering into the Lease. The County intends to enter into the Lease without a vote of the electors thereon, but the Lease shall not become effective until 60 days after publication of this notice. If, within 45-days after publication of this notice, a petition for referendum requesting an election on the Lease, signed by not less than 10% or 15,000 of the registered electors of the County, whichever is less, has been filed with the County Clerk, the Lease shall not become effective unless and until approved by a majority of the electors of the County voting thereon at a general or special election.

This notice is given by order of the Board of Commissioners pursuant to Act 31. Further information may be obtained at the office of the Eaton County Clerk, 1045 Independence Blvd., Charlotte, Michigan 48813.

EXHIBIT A
PROJECT DESCRIPTION

Project Description

The Project will consist of the expansion and renovation of the Eaton County Jail. Approximately 51,000 square feet of renovations and expansions include, but are not limited to, the addition of a two story housing facility and appurtenances therefor, site work, equipment, electrical, mechanical, roofing, flooring, painting, waterproofing, fire protection and landscaping.

Legal Description

Beginning on the North section line at a point which is N 89 deg 59 min 40 sec W 193.48 feet, from the North $\frac{1}{4}$ corner of Section 12, T2N, R5W, City of Charlotte, Eaton County, Michigan; thence S 33 deg 20 min 40 sec E 321.00 feet, to a point of curvature; thence Southerly 136.93 feet, along a 120 ft. radius curve to the left whose central angle is 65 deg 22 min 33 sec; thence S 33 deg 20 min 40 sec E 106.61 feet to a point of curvature; thence Southerly 212.40 feet along a 363 ft. radius curve to the right to a point of tangency; thence S 0 deg 09 min 20 sec W 233.25 feet to a point of curvature; thence Southerly 237.97 feet along a 407 ft. radius curve to the left to a point of tangency; thence S 33 deg 20 min 40 sec E 47.73 feet to a point of curvature; thence Southerly 130.38 feet along a 223 ft. radius curve to the right to a point of tangency; thence S 0 deg 09 min 20 sec W 102.72 feet to the South line of North $\frac{1}{2}$ of said Section 12; thence West along said line 279.72 feet, to a point 60.60 feet East of the SW corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the Section 12; thence N 0 deg 21 min 50 sec W parallel with the N-S $\frac{1}{4}$ line 249 feet; thence West 334.50 feet to the Easterly line of

the Penn Central Railroad; thence N 36 deg 52 min 50 sec W along said Easterly line 1356.84 feet to the North section line; thence S 89 deg 59 min 40 sec E 887.84 feet to the point of beginning; except South 540 feet of said parcel.

Corner Part of Jail Site

That part of the Northwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 Section 12, Town 2 North of Range 5 West, City of Charlotte, Eaton County, Michigan, described as follows:

Commencing at the Southwest corner of the said Northwest 1/4 of the Northeast 1/4, thence East 60.60 feet; thence North 249 feet; thence West to the Easterly line of the right of way of the New York Central Railroad Company; thence Southeasterly along said right of way line to the South line of the said Northeast 1/4 of the Northwest 1/4; thence East 88.94 feet to the place of beginning.

ESTIMATED PROJECT COSTS

Expansion, Renovation, Remodeling, Construction, Furnishing and Equipment Costs	\$14,480,318
Financing Costs, Bond Discount, Project Contingency and Other Costs	\$ 519,682
TOTAL ESTIMATED PROJECT COSTS	<u>\$15,000,000</u>

M. Francis Fuller
Eaton County Clerk

DATED: [Date of Publication]

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APPENDIX III

FORM OF DECLARATION
OF OFFICIAL INTENT

I, the undersigned _____ of the County of Eaton, Michigan, do hereby certify as follows:

1. I am an officer of the County authorized to declare official intent of the County to reimburse expenditures made, prior to the issuance of debt, from the proceeds of said debt.

2. This Declaration relates to the following expenditures (the "Expenditures"):

<u>Amount</u>	<u>General Purpose</u>
---------------	------------------------

3. The Expenditures are with respect to property (the "Property") having:

(A) the following general character, type or purpose:

_____;

(B) the following size, quantity or cost: _____

_____ ; and

(C) a reasonably expected economic life at least one (1) year.

4. I understand that a substantial deviation between the above description of the Property for which the Expenditures are being made and the actual Property which is acquired or constructed will invalidate this declaration of official intent with the result that any proceeds of tax-exempt debt which are used to reimburse for the Expenditures will not be deemed to have been expended upon such reimbursement.

5. The County intends to reimburse the Expenditures by incurring taxable or tax-exempt debt (the "Reimbursement Obligations").

6. The expected source of funds that will be used to pay the Expenditures is as follows: issuance of up to \$ _____ of Building Authority Bonds by the Eaton County Building Authority.

7. The expected source of funds to be used to pay debt service on the Reimbursement Obligation is as follows: payment made by the Eaton County _____ through the Eaton County General Fund.

8. This declaration of intent is consistent with the budgetary and financial circumstances of the County as of the date hereof in that there are no funds which are now or are reasonably expected to be, (A) allocated on a long-term basis, (B) reserved or (C) otherwise available pursuant to the County's budget, to pay the Expenditure.

9. The County does not have a pattern of failure to reimburse expenditures for which official intent has been declared in that at least seventy-five percent (75%) of all expenditures made after _____, for which the County has declared an intent to reimburse from the proceeds of taxable or tax-exempt debt have been, or are expected to be, so reimbursed.

10. I acknowledge that in the event that the County fails to use the proceeds of Reimbursement Obligations issued within three (3) years of the date hereof to reimburse expenditures the same may adversely affect the ability of the County to use the proceeds of tax-exempt obligations in the future to reimburse for expenditures made prior to the issuance of such obligations.

11. I further acknowledge that unless the Expenditures constitute preliminary expenditures (in the nature of architect services and soil testing but excluding land acquisition) for the Property not in excess of ten percent (10%) of the expected cost of the project of which the Property constitutes a part, the Expenditures will be paid within not in excess of two (2) years following the date hereof or, as an alternative, this declaration of intent will be renewed.

12. I further acknowledge that it is expected that the proceeds of Reimbursement Obligations will be used for reimbursement of each Expenditure not later than (A) the date that is one (1) year after the date on which such Expenditure is paid or (B) the date that is one (1) year after the date on which the Property is placed in service.

13. I further acknowledge that I will assure that the allocation referenced in item 12 (A) will be evidenced by an entry on the records of the County maintained with respect to the Reimbursement Obligations, (B) will specifically identify the Expenditure being reimbursed, and (C) on the advice of the appropriate counsel will be sufficient to relieve the allocated proceeds of the Reimbursement Obligations covered by such entry from any restrictions under the relevant legal documents and applicable state law that apply only to unspent proceeds of Reimbursement Obligations.

14. I further acknowledge that I will assure that except as referenced in item 15 the proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures will not be used, directly or indirectly, (A) to pay debt service on an issue of tax-exempt obligations, (B) to create or increase the balance in a sinking fund established for the payment of debt service on the Reimbursement Obligations or another issue of tax-exempt obligations of the County or to replace funds that have been, are being, or will be so used for reserve or replacement fund purpose, or (D) to reimburse any expenditures or any payment with respect to financing of an expenditure that was originally paid with proceeds of any tax-exempt obligations of the County to any person or entity other than the County.

15. I understand that item 14 does not prohibit the use of those proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures for (A) deposit in a bona fide debt service fund (that is, a fund established to pay debt service on any tax-exempt obligation of the County, other than the Reimbursement Obligation, which is depleted annually except for a reasonable carry over amount not in excess of one (1) year's interest earnings on said fund or one-twelfth (1/12th) of annual debt service), (B) to pay current debt service coming due within the next succeeding one-year period on any tax-exempt obligation of the County, other than the Reimbursement Obligations, or (C) to reimburse for expenditures originally made from the proceeds of a tax-exempt obligation of the County which were not reasonably expected by the County, on the date of issue of such obligation, to be used for such expenditure.

IN WITNESS WHEREOF, the undersigned has executed this declaration of official intent this _____ day of _____.

County _____

las.r1-eat26

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 2007

**RESOLUTION TO ACCEPT
SUNGARD HTE INC. PUBLIC SAFETY SOFTWARE PROPOSAL**

Introduced by the Finance Committee

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

WHEREAS, Eaton County with input from local police, fire and EMS agencies solicited proposals for the upgrade of the Public Safety Software; and

WHEREAS, proposals were submitted by New World Systems, SunGard HTE, Inc. and VisionAir; and

WHEREAS, Public Safety Committee reviewed the proposals and recommended pursuing the software solution with SunGard HTE, Inc; and

WHEREAS, the Finance Committee authorized negotiations with the vendor; and

WHEREAS, the final proposal from SunGard HTE, Inc. is for a total project amount not to exceed \$596,332; and

WHEREAS, the cost for the implementation of the software project are as follows:

Central Dispatch	\$532,910
Sheriff	\$ 45,792
Computer Fund	\$ 17,630

WHEREAS, the Finance Committee has recommended the County accept the proposal from SunGard HTE, Inc.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners accepts the proposal as recommended by the Finance Committee; and

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

Carried.

EATON COUNTY BOARD OF COMMISSIONERS**MARCH 21, 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.

PHYSICAL PLANT - 265

Increase	Salaries	\$ 9,873
Increase	Fringe	\$ 2,388
Decrease	Contingency	\$ 12,261

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

SHERIFF COUNTY - 301

Increase	Salaries	\$ 33,808
Increase	Fringe	\$ 9,593
Decrease	Contingency	\$ 43,401

To increase the total budget for wage increase based on contract settlement for the Sheriff Non-Supervisory Unit.

SHERIFF CORRECTIONS - 302

Increase	Salaries	\$ 36,865
Increase	Fringe	\$ 9,795
Decrease	Contingency	\$ 46,660

To increase the total budget for wage increase based on contract settlement for the Sheriff Non-Supervisory Unit.

SHERIFF DELTA - 303

Increase	Salaries	\$ 38,343
Increase	Fringe	\$ 11,048
Decrease	Contingency	\$ 49,391

To increase the total budget for wage increase based on contract settlement for the Sheriff Non-Supervisory Unit.

SHERIFF WEIGHMASTER - 304

Increase	Salaries	\$ 1,133
Increase	Fringe	\$ 335
Decrease	Contingency	\$ 1,468

To increase the total budget for wage increase based on contract settlement for the Sheriff Non-Supervisory Unit.

SHERIFF ROAD PATROL - 333

Increase	Salaries	\$ 2,210
Increase	Fringe	\$ 650
Decrease	Contingency	\$ 2,860

To increase the total budget for wage increase based on contract settlement for the Sheriff Non-Supervisory Unit.

ANIMAL CONTROL - 430

Increase	Salaries – Temporary	\$ 5,500
Increase	Fringe Benefits	\$ 431
Decrease	Contingency	\$ 5,931

To increase total budget for cost of part-time Animal Control census position for April 2, 2007 through August 31, 2007.

CAPITAL OUTLAY – 901

Increase	Sheriff Delta Vehicle	\$30,050
Increase	Revenue - Local Unit Contribution	\$30,050

To increase total budget for the cost of the Delta Weighmaster vehicle which will be fully reimbursed by Delta Township.

TRANSFERS-OUT – 999

Increase	Transfers-Out Landfill	\$22,900
Decrease	Contingency	\$22,900

To increase the transfers-out for landfill for the cost to repair four wells to improve the semi-annual water samples for data collection.

**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

EATON COUNTY BOARD OF COMMISSIONERS

MARCH 21, 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 Baker.

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.

LANDFILL - 227

Increase	Contractual Services	\$ 22,900
Increase	Transfers-In	\$ 22,900

To increase contractual services for landfill for the cost to repair four wells to improve the semi-annual water samples for data collection.

PRISONER BOARDING- 259

Increase	Salaries	\$ 1,133
Increase	Fringe	\$ 335
Increase	Transfers-In	\$ 1,468

To increase the total budget for wage increase based on contract settlement for Sheriff Non-Supervisory Unit.

JAIL MILLAGE - 260

Increase	Salaries	\$ 2,653
Increase	Fringe	\$ 587
Increase	Fund Balance Carryover	\$ 6,060
Increase	Transfers Out	\$ 2,820

To increase the total budget for wage increase based on contract settlement for Sheriff Non-Supervisory Unit and Maintenance Unit.

COMMUNITY CORRECTIONS - 276

Increase	Salaries	\$ 1,046
Increase	Fringe	\$ 306
Increase	Transfers-In	\$ 1,352

To increase the total budget for wage increase based on contract settlement for Sheriff Non-Supervisory Unit and Maintenance Unit.

CENTRAL DISPATCH - 261

Increase	Transfers-Out	\$462,294
Increase	Fund Balance Carryover	\$462,294

To increase the transfers-out to the Computer Fund for the public safety software project expenditures through September 30, 2007.

COMPUTER FUND - 298

Increase	Capital Outlay	\$479,924
Increase	Transfers-In	\$462,294
Increase	Charges for Services	\$ 17,630

To increase the total budget for the public safety software project expenditures through September 30, 2007.