STATE OF MICHIGAN
COUNTY OF EATON ROLL CALL AND VOTES IN BOARD OF COMMISSIONER'S
May 16 SESSION A.D. 2007

ROLL CALL

| | | | ON MOTION TO | | ON MOTION TO | | ON MOTION TO | |
|---|---|---|---|---|---|---|---|---|
| A.M. | P.M. | COMMISSIONERS | AYE | NAY | AYE | NAY | AYE | NAY |
| | ✓ | MICHAEL HOSEY | | | | | | |
| | ✓ | HARLAN MACDOWELL | | | | | | |
| | ✓ | THERESA ABED | | | | | | |
| | ✓ | CAROL STRACHAN | | | | | | |
| | ✓ | JEANNE PEARL-WRIGHT | | | | | | |
| | ✓ | LEO A FARHAT JR | | | | | | |
| | ✓ | GLENN H. FREEMAN III | | | | | | |
| | ✓ | JOHN FORELL | | | | | | |
| | ✓ | LINDA KEEFE | | | | | | |
| | ✓ | ART LUNA | | | | | | |
| | ✓ | L. DARYL BAKER | | | | | | |
| | ✓ | DALE BARR | | | | | | |
| | | DENISE J. CLARKE | | | | | | |
| | | LEONARD M. PETERS | | | | | | |
| | ✓ | JOSEPH C. BREHLER | | | | | | |
| | | | | | | | | |

EATON COUNTY BOARD OF COMMISSIONERS

MAY 16, 2007

The Eaton County Board of Commissioners met in regular session at the County Facilities, in the City of Charlotte, Wednesday, May 16, 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, Joseph Brehler. Commissioners absent: Denise Clarke. Leonard Peters.

Chairman Brehler noted an amendment to the agenda was distributed. Commissioner Freeman moved the agenda be approved as amended. Seconded by Commissioner Forell. Carried.

Commissioner MacDowell moved the minutes of April 18, 2007 be approved as presented. Seconded by Commissioner Barr. Carried.

Communications:
1/ Resolution from Windsor Charter Township opposing the proposed evaluation and maintenance regulation as proposed by the Barry-Eaton District Health Department.
2/ Resolution from Eaton Township opposing the proposed evaluation and maintenance regulation as proposed by the Barry-Eaton District Health Department.
3/ Letter from Tri-County Regional Planning Commission supporting the proposed evaluation and maintenance regulation as proposed by the Barry-Eaton District Health Department.
4/ Letter from MAC acknowledging receipt of a resolution regarding the state budget.
5/ Letter from MAC acknowledging receipt of a resolution regarding PA 2 (Liquor Tax) Funds.
6/ Letter from Governor Granholm acknowledging receipt of a resolution supporting replacement of the SBT and a resolution opposing SB 220.
7/ Notice from MTA canceling the May meeting. The next meeting will be held in Vermontville Township on June 25th.
8/ Memo from MAC regarding informational seminars.

Public Comment. Dave Roberts, 1120 E. Broadway thanked the Board for their resolution opposing the relocation of the Charlotte Airport.

Chairman Brehler moved the approval of Resolution #07-05-53 In Honor of Duane Tirrell. Seconded by Commissioner Forell. Carried unanimously.
Ben Tirrell thanked the Board for their recognition of his father.

Chairman Brehler moved the approval of Resolution #07-05-54 In Honor of Wayne Buletza. Seconded by Commissioner Pearl-Wright. Carried unanimously.

Tim McGuire, Executive Director of MAC spoke to the Board about the state budget. Tim Hickson was introduced and distributed the MAC Legislative Update. He brought the Board up to date regarding discussions at the Capitol concerning the state budget.

Commissioner Pearl-Wright moved the approval of Resolution #07-05-55 To Enter Into An Agreement With Benefit Control Methods To Administer A Discount Dental Program. Seconded by Commissioner Barr. Carried.

Commissioner Freeman moved the approval of Resolution #07-05-56 To Enter Into Inter-Local Agreement And Contract For Special Police Services With The Village of Vermontville. Seconded by Commissioner Farhat. Carried.

Commissioner Freeman moved the approval of Resolution #07-05-57 To Authorize Bureau of Justice Assistance Grant. Seconded by Commissioner Forell. Carried.

Commissioner Luna moved the approval of Resolution #07-05-58 To Approve, DCA-5-07-03 for a change in land use district classification in Section 30, Walton Township as requested by Stephen and Cheryl Hewitt. Seconded by Commissioner Baker. Carried.

Commissioner Luna moved the approval of Resolution #07-05-59 To Authorize Fox Park Observatory Agreement. Seconded by Commissioner Freeman. Carried.

Commissioner Hosey moved to adopt Document #07-05-60 a MERS Health Care Savings Program for the seven Collective Bargaining Units. This Health Care Savings Program would be for union employees hired after April 1, 2007 and provides contribution provisions. Seconded by Commissioner Baker. Carried.

Commissioner Hosey moved to adopt Document #07-05-61 a MERS Health Care Savings Program for the seven Collective Bargaining Units. This Health Care Savings Program would be for union employees hired before April 1, 2007 and provides conversion provisions. Seconded by Commissioner Freeman. Carried.

Commissioner Hosey moved to adopt Document #07-05-62 to amend the current MERS Health Care Savings Program for all non-union employees. This Health Care Savings Program would be for non-union employees hired after January 1, 2006 and provides contribution provisions. Seconded by Commissioner Baker. Carried.

Commissioner Hosey moved to adopt Document #07-05-63 to amend the current MERS Health Care Savings Program for all non-union employees. This Health Care Savings Program would be for non-union employees hired before January 1, 2006 and provides conversion provisions. Seconded by Commissioner Baker. Carried.

Commissioner Keefe moved the approval of Resolution #07-05-64, to Establish a Proposed General Fund Operating Millage for the 2007-2008 Budget Year and to set the date of June 12, 2007 at 7:00 PM for a Public Hearing. Seconded by Commissioner Freeman. Carried.

Commissioner Keefe moved the approval of Resolution #07-05-65, to Establish a Proposed Millage for the County Jail (Bonded Debt) and Operation of Same for the 2007-2008 Budget Year and to set the date of June 12, 2007 at 7:00 PM for a Public Hearing. Seconded by Commissioner Baker. Carried.

Commissioner Keefe moved the approval of Resolution #07-05-66 to Establish a Proposed Operating Millage for the Emergency Telephone System (911 Service) for the 2007-

2008 Budget Year and to set the date of June 12, 2007 at 7:00 PM for a public hearing. Seconded by Commissioner Barr. Carried.

Commissioner Keefe moved the approval of Resolution #07-05-67 to Establish a Proposed Operating Millage for the Juvenile Service for the 2007-2008 Budget Year and to set the date of June 12, 2007 at 7:00 PM for a public hearing. Seconded by Commissioner Forell. Carried.

Commissioner Keefe moved the approval of Resolution #07-05-68, to Establish a Proposed EATRAN Millage for the 2007-2008 Budget Year and to set the date of June 12, 2007 at 7:00 PM for a Public Hearing. Seconded by Commissioner Hosey. Carried.

Commissioner Keefe moved the approval of Resolution #07-05-69, to Approve 2006/2007 General Fund Budget Amendments. Seconded by Commissioner Barr. Carried.

Commissioner Keefe moved the approval of claims as audited by the Finance Committee in the amount of $627,118.92. Seconded by Commissioner Forell. Carried.

Commissioner Keefe moved the approval of Resolution #07-05-70, to Approve Title IV-D Cooperative Reimbursement Applications. Seconded by Commissioner Freeman. Carried.

Commissioner Keefe moved the approval of Resolution #07-05-71, to Authorize Application For A Grant Renewal Under the State Court Administrative Offices. Seconded by Commissioner Pearl-Wright. Carried.

Commissioner Keefe moved the approval of Resolution #07-05-72, to Approve Extension Of Audit Services Contract For the Fiscal Years Ending September 30, 2007, 2008 and 2009. Seconded by Commissioner Farhat. Carried.

There were no Public Comments.

There was no Unfinished Business or Old Business.

New Business. Chairman Brehler reminded the Board the Employee Recognition Picnic will be held June 20th from 11:30 AM to 1:30 PM.

Board pictures are ready to be picked up and paid for.

Controller Fuentes reported improvements would be made to the web site for County Commissioners. Anyone interested can submit a picture and/or short bio to be included on the page.

Commissioner Farhat moved the meeting adjourn to Tuesday, June 12, 2007 at 7:00 P.M. Seconded by Commissioner Freeman. Carried.

Joseph A Brehler /MFF
Chairman of the Board of Commissioners

M. Frances Fuller
Clerk of the Board of Commissioners

#07-05-53

# EATON COUNTY BOARD OF COMMISSIONERS

## May 16, 2007

## RESOLUTION IN HONOR OF DUANE TIRRELL

**Introduced by Chairman Joseph Brehler**

Commissioner Brehler moved the approval of the followingresolution.
Seconded by Commissioner Forell.

**WHEREAS,** the Courthouse flag flies at half-staff today in honor of the departed Duane Tirrell; and

**WHEREAS,** he was a graduate of Michigan State University with studies in agricultural technology; and

**WHEREAS,** Duane was a lifelong resident of Eaton County and farmed his land in this community for over 34 years; and

**WHEREAS,** he was appointed to serve on the Eaton County Planning Commission in 1999 and was elected Vice-Chairperson in 2003; and

**WHEREAS,** during Duane's time as a Planning Commission member, he served on the Mining, Administration and Zoning Ordinance sub-committees; and

**WHEREAS,** Duane died unexpectedly on Monday, April 30, 2007; and

**WHEREAS,** during his years on the Planning Commission he was known for his passion to preserve farmland, his concern for land use issues in Eaton County and his unbiased consideration and understanding of issues. He was a great man who served the people of Eaton County well. He shall be remembered by all of us as one who cared for this community and the people who reside here; and

**WHEREAS,** Duane is survived by his wife Pat, son Ben, daughters Becky and Abby and many additional family members and dear friends.

**NOW, THEREFORE, BE IT RESOLVED,** that the Eaton County Board of Commissioners meeting this 16th day of May 2007, do hereby honor Duane Tirrell; and

**BE IT FURTHER RESOLVED,** that this Resolution bear the seal of Eaton County and the signatures of the Chairman of the Eaton County Board of Commissioners and the Eaton County Clerk and a copy of this Resolution be attached to the permanent records of the County.

Carried.

Chairman of the Board of Commissioners

M. Frances Fuller
Clerk of the Board of Commissioners

**#07-05-54**

# EATON COUNTY BOARD OF COMMISSIONERS

**May 16, 2007**

## RESOLUTION TO HONOR WAYNE BULETZA

**Introduced by Chairman Joseph Brehler**

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

**Whereas**, Wayne Buletza has worked in Eaton County in special education programs and services since November 1986; and

**Whereas,** Wayne is retiring from his position as Associate Superintendent – Special Education at the Eaton Intermediate School District; and

**Whereas**, Wayne has demonstrated outstanding leadership serving on the Capitol Area Chapter of the Council for Exceptional Children Board of Directors, provided leadership for the Ronald McDonald Fundraiser for two years, served as president of United Way, participated actively in local civic organizations; and

**Whereas**, Wayne, as a visionary brought community leaders and agencies in Eaton County together in a Mobilization Effort to sustain Early Childhood efforts in the local school districts and his leadership brought about the multi-agency School Readiness Initiative, which studies brain research and its implications for programming for young children, resulting in current and future changes in early childhood classrooms; and

**Whereas,** Wayne has been instrumental in creating a climate of interagency collaboration through the Eaton County Human Services Collaborative Council and Wraparound System that provides services to children and families in Eaton County; and

**Whereas,** Wayne maintains the highest of professional ethics and models these attributes in his daily work, and through his incredible passion for making a difference in the lives of children in Eaton County.

**NOW, THEREFORE, BE IT RESOLVED**, that the Eaton County Board of Commissioners meeting in regular session this 16th day of May, 2007 do commend Wayne Buletza for a job well done. We wish him well and Godspeed in his new endeavors; and

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

Carried.

Chairman of the Board of Commissioners

M. Frances Fuller
Clerk of the Board of Commissioners

# EATON COUNTY BOARD OF COMMISSIONERS

## MAY 16, 2007

## RESOLUTION TO ENTER INTO AN AGREEMENT WITH BENEFIT CONTROL METHODS TO ADMINISTER A DISCOUNT DENTAL PROGRAM

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

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

**WHEREAS,** the Health and Human Services Committee has determined the need to enhance access to dental services to uninsured and underinsured residents of the County; and

**WHEREAS,** the Committee has received and reviewed a proposal from Benefit Control Methods for the administration of a discount dental program in Eaton County; and

**WHEREAS**, the program will provide access to dental services at discounted rates at participating dentists for residents that choose to enroll in the program for the annual cost of $69 per household; and

**WHEREAS**, the program requires no financial contribution by the County; and

**WHEREAS**, the Committee has reviewed and is recommending approval of the agreement with Benefit Control Methods.

**NOW THEREFORE BE IT RESOLVED,** that the Board of Commissioners approves the agreement with Benefit Control Methods for the administration of a discount dental program; and

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

Carried.

# AGREEMENT

# FOR

# EATON COUNTY DENTAL DISCOUNT PROGRAM

# BETWEEN THE

# COUNTY OF EATON

# AND

# BENEFIT CONTROL METHODS

## I. PURPOSE

The purpose of this Agreement is to establish and deliver a dental discount program to Eaton County residents.

## II. RESPONSIBILITIES OF BENEFIT CONTROL METHODS

A. Benefit Control Methods will provide a member-pay, discount dental program and Member Discount Card. A discount card will be provided by Benefit Control Methods to each enrollee and members of his/her household, at its cost.

B. On a monthly basis, Benefit Control Methods will provide to the County a list of all active/enrolled households. Other reports that support the ongoing operation of the program may be produced, based upon the approval of both parties.

C. Benefit Control Methods will provide members with renewal notifications sixty (60) days prior to the end of their term of enrollment. This applies only to members who enroll on an annual basis. Members who apply with a monthly credit card payment will renew automatically, until the members notify Benefit Control Methods or its administrator.

D. Benefit Control Methods and the County of Eaton will, in conjunction with the provider network, work cooperatively, to expand the number of dentists participating in the provider network.

## III. RESPONSIBILITIES OF THE COUNTY

A. The County will provide an initial press release notifying residents of the program;

B. The County shall coordinate with BCM to develop and place advertising to support the program;

C. The County will make paper applications available to residents through its normal course of business. BCM will bear costs associated with the development and printing of these applications.

## IV. COMPENSATION

The County shall not pay or receive monetary compensation for participating in this Agreement, however, the County receives consideration for this Agreement by way of discount dental program services provided to its residents. Benefit Control Methods shall receive directly from the resident enrollee, for services performed, a fee of $69.00 annually for each household enrolled, or $6.95 per month. This fee shall remain in effect for the duration of this Agreement unless otherwise agreed to between the parties.

## V. CONFIDENTIALITY

In the course of performance of services by Benefit Control Methods for the County, it is possible that certain confidential information will be provided to Benefit Control Methods by the County or that Benefit Control Methods will obtain knowledge of such confidential information through other sources. Likewise, it is possible that the County will become acquainted with certain techniques and procedures used by Benefit Control Methods which Benefit Control Methods considers confidential. Therefore, Benefit Control Methods and the County will maintain the confidentiality of and will not release or allow access to any information, documents or materials, which are designated as confidential by Benefit Control Methods or the County, unless required to do so by law. This shall not limit the County's use of any information or data gathered during the term of this contract, unless expressly prohibited by law.

## VI. REUSE OF DOCUMENTS

All documents including reports, forms and dental discount cards furnished by Benefit Control Methods or the County pursuant to this Agreement are instruments of service for the respective party that prepared same. Any reuse without specific

written verification of adaptation by Benefit Control Methods and/or the County will be prohibited by this Agreement.

## VII. TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of July, 2007 and shall expire on the last day of June, 2010. The County shall provide written notice to Benefit Control Methods for the reasons for termination, and upon receipt of same, Benefit Control Methods shall have thirty (30) days within which to cure said defect before termination shall take effect. Reasons for termination may include, but are not limited to:

a. Ineffectiveness by Benefit Control Methods or its dental network in meeting the County's discount dental program needs.

b. Inadequate assistance to the County of Benefit Control Methods in maintaining an effective and timely reporting and billing process.

c. Unsatisfactory administrative and/or dental network services.

This Agreement shall automatically renew for a one-year duration above unless either party gives 60 days written notice of its intent not to renew.

## VIII. SURVIVAL OF OBLIGATIONS

The various covenants, agreements, representations, promises, warranties, rights, obligations and restrictions which accrue or come into existence pursuant to this Agreement and/or during the term of this Agreement shall survive any termination of this Agreement and be fully enforceable against the responsible party. Discount dental cards issued shall be honored for a period of one year from the date of its issuance to the member, irrespective of any other term or condition of this Agreement.

## IX. ASSURANCES

In compliance with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disability Act of 1990 and the rules of the Michigan Civil Rights Commission, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the County and Benefit Control Methods assure that in carrying out this program, no person shall be excluded from participation, denied any benefits or subjected to discrimination on the basis of race, creed, age, color, national origin or ancestry, religion, sex or marital status.

## X. INDEMNIFICATION

All liability to third parties, loss or damages, demands, costs or judgments arising out of activities or in any way related to the performance of Benefit Control Methods under the terms of this Agreement, or any services actually rendered by Benefit Control Methods, shall be the responsibility of Benefit Control Methods if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of Benefit Control Methods, any subcontractor, or anyone directly or indirectly employed by Benefit Control Methods.

All liability to third parties, loss or damages, demands, costs or judgments arising out of activities or in any way related to the performance of the County under the terms of this Agreement, or any services actually rendered by the County, shall be the responsibility of the County if the liability, loss or damage is caused by, or arises out of, the actions or failure to act on the part of the County, or anyone directly or indirectly employed by the County provided nothing herein shall be construed as a waiver of any governmental immunity of the County, its agencies or employees, as provided by statute or court decisions.

## XI. ADVERTISING REFERENCE; TRADENAMES.

No advertising, promotional, or other materials using the name, address, telephone number, description, facilities and/or services of County or BCM shall be released without either County or BCM's prior written consent, as applicable. Neither party hereto obtains by virtue of this Agreement any rights in nor shall it use any trademark, service mark, logo, or other proprietary designation or intellectual property of any type in which the other party or any of its affiliates has an ownership or licensee interest.

## XII. PRIVACY.

**Gramm-Leach-Bliley Act and HIPAA.** BCM and County agree that each shall strictly comply with the provisions of any laws or regulations requiring confidential treatment of information and records determined to be non-public personal information under such laws and regulations, including, without limitation, Gramm-Leach-Bliley Act, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other federal and state privacy laws, as may be amended from time to time. BCM and County represents that they will comply with the applicable provisions of any privacy laws and will not disclose, share, transfer, use or reuse any non-public personal information of Enrollees, except as authorized by law. Any information provided by or transferred between BCM and County shall not be inextricably commingled with information of other Enrollees, contractors or subcontractors of either party. This provision shall survive termination of this Agreement.

## XIII. SPECIAL CERTIFICATION STATEMENT

The individuals or officers signing this Agreement certify by their signature that they are authorized to sign this Agreement on behalf of their responsible governing board, official or agency, and that all terms of this Agreement will be adhered to.

EATON COUNTY

By _____
JOSEPH BREHLER, Chair
Board of Commissioners

Date: June 14, 2007

BENEFIT CONTROL METHODS

By: _____
ROBERT FITZPATRICK, President

Date: June 8, 2007

WITNESSES:

By: _____

By: _____

# EATON COUNTY BOARD OF COMMISSIONERS

## MAY 16, 2007

## RESOLUTION TO ENTER INTO INTER-LOCAL AGREEMENT AND CONTRACT FOR SPECIAL POLICE SERVICES WITH THE VILLAGE OF VERMONTVILLE

**Introduced by the Public Safety Committee**

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

**WHEREAS,** the Village of Vermontville has requested the Sheriff Department provide special police services for the enforcement of certain portions of its local ordinance within the Village; and

**WHEREAS,** the Sheriff Department has agreed to provide these services through an inter-local agreement and contract in the amount of $7,200; and

**WHEREAS,** the contractual term shall commence on May 13, 2007 and continue through October 1, 2007; and

**WHEREAS,** the Public Safety Committee has reviewed and is recommending approval of the inter-local agreement with the Village of Vermontville.

**NOW THEREFORE BE IT RESOLVED,** that the Board of Commissioners approves the inter-local agreement and contract for the special police services with the Village of Vermontville, in the amount of $7,200; and

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

Carried.

# EATON COUNTY BOARD OF COMMISSIONERS

**May 16, 2007**

## RESOLUTION TO AUTHORIZE BUREAU OF JUSTICE ASSISTANCE GRANT

**Introduced by the Public Safety Committee**

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

**WHEREAS,** the United States Department of Justice, Bureau of Justice Assistance has Edward Byrne Memorial Justice Assistance Grant funds available; and

**WHEREAS,** the Eaton County Sheriff Department has developed a plan to utilize these funds; and

**WHEREAS,** the Public Safety Committee has reviewed and approved the plan; and

**WHEREAS,** the grant will provide $15,526 for the purchase of equipment with no required match.

**NOW, THEREFORE, BE IT RESOLVED,** that the Edward Byrne Memorial Justice Assistance Grant is authorized for submission; and

**BE IT FURTHER RESOLVED,** that the budget for the Justice Assistance Grant fund will be established based on the plan approved by the Public Safety Committee; and

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

Carried.

**EATON COUNTY BOARD OF COMMISSIONERS**

**RESOLUTION TO APPROVE DCA-5-07-3**

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

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

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

**WHEREAS,** Stephen and Cheryl Hewitt, Charlotte, MI initiated a petition to change the Land Development District (zoning) designation for a parcel at 5563 Sherwood Hwy, Section 30, Walton Township from Low Density Residential (R-1) to Limited Agriculture (LA); and

**WHEREAS,** the Eaton County Planning Commission held a duly advertised and noticed public hearing on **May 1, 2007**; and

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

**WHEREAS,** the Eaton County Planning Commission has taken action on **May 1, 2007** to recommend the approval of the request for change in the Land Development District designation.

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

**APPROVES** the request by Stephen and Cheryl Hewitt, for a change in land use district classification in Section 7.1.2 of the Land Development Code to change a parcel of land at 5563 Sherwood Hwy, Section 30, Walton Township from Low Density Residential (R-1) to Limited Agriculture (LA) for the following described property:
Carried.

THAT PART OF E ½ OF NW ¼ LYING ELY OF HWY. 1-69 & SLY OF RELOCATED SHERWOOD HWY. SEC. 30 T1N, R5W, WALTON TOWNSHIP

At the regular meeting of the Eaton County Board of Commissioners on **May 16, 2007** the Resolution regarding the approval of said request was adopted.

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

Those voting Nay: None

Abstention: None

Absent: Clarke, Peters

Motion carried.

Joseph C. Brehler, Chairman
Eaton County Board of Commissioners

I hereby certify that the above Ordinance amending the Eaton County Land Development Code, which was approved, is a true and correct copy of that recorded in the official minutes of **May 16, 2007** of the Eaton County Board of Commissioners.

M. Frances Fuller, Clerk
Eaton County Board of Commissioners

## EATON COUNTY LAND DEVELOPMENT CODE

## ZONING ORDINANCE AMENDMENT DCA-5-07-3

**District Change Amendment DCA-5-07-3 to amend the Zoning District Maps of the Eaton County Land Development Code (zoning ordinance) of Eaton County, as enacted in 1981 pursuant to the provisions of Public Act 110 of 2006, as amended.**

An application for a District Change Amendment to change a Land Development District designation on the Official Land Development District Map (Map Amendment) has been submitted by Stephen and Cheryl Hewitt, to rezone property from Low Density Residential (R-1) to Limited Agriculture (LA) for property located at 5563 Sherwood Hwy, Section 30, Walton Township, parcel ID# 23-140-030-100-050-00 and is legally described as:

THAT PART OF E ½ OF NW ¼ LYING ELY OF HWY. 1-69 & SLY OF RELOCATED SHERWOOD HWY. SEC. 30 T1N, R5W, WALTON TOWNSHIP

**WHEREAS,** the Eaton County Planning Commission held a duly advertised and noticed public hearing on **May 1, 2007**; and

**WHEREAS,** the Eaton County Planning Commission has taken action on **May 1, 2007** to recommend approval of the map amendment:

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

Yeas 13
Nays 0
Abstaining 0
Absent 2

I, M. Frances Fuller, Clerk for the County of Eaton, do hereby certify that the above and foregoing is a true copy of the amendment to the Zoning District Maps of the Eaton County Land Development Code (Zoning Ordinance), as amended and passed by the Eaton County Board of Commissioners on **May 16, 2007,** and now on record in the office of the Clerk of said County.

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

16th day of May, 2007

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

Joseph C. Brehler
Joseph C. Brehler, Chairman
Eaton County Board of Commissioners

# EATON COUNTY BOARD OF COMMISSIONERS

## RESOLUTION TO AUTHORIZE FOX PARK OBSERVATORY AGREEMENT

## MAY 16, 2007

### Introduced by the Public Works and Planning Committee

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

**WHEREAS,** the Fox Park Public Observatory was incorporated on November 4, 1998, to construct, operate, and maintain a public observatory in Eaton County; and

**WHEREAS,** the observatory exists to encourage and support amateur astronomers of all ages by providing families, civic and community groups the opportunity to view the night sky with various telescopes; and

**WHEREAS,** the observatory adds to the enjoyment and quality of life in Eaton County; and

**WHEREAS,** the Capital Area Astronomy Association finds it economically unfeasible to keep the observatory open to the public; and

**WHEREAS,** the Eaton County Parks Commission, supports acquiring the Fox Park Public Observatory building and contents to keep this recreational opportunity available for the citizens of Eaton County, and

**WHEREAS,** the Capital Area Astronomy Association has pledged to continue to provide equipment maintenance and volunteer support for the observatory,

**WHEREAS,** the Public Works and Planning Committee has reviewed the agreement regarding the transfer of ownership of the Observatory building and its contents to the Eaton County Parks and Recreation Department.

**NOW THEREFORE BE IT RESOLVED,** that the Board of Commissioners approves the agreement with the Capital Area Astronomy Association regarding the acquisition of the Fox Park Public Observatory building and contents.

Carried.

# FOX PARK OBSERVATORY AGREEMENT

It is hereby agreed between Eaton County Parks and Recreation (hereafter referred to as ECPR) and the Capital Area Astronomy Association (hereafter referred to as the CAAA) as follows:

1. ECPR will take ownership of the building known as the Fox Park Public Observatory located in Fox Memorial Park, Potterville, Michigan, and assume responsibility for all costs of maintaining said building including utility services.

2. ECPR will take ownership of all equipment contained within the Fox Park Public Observatory and the CAAA will be responsible for maintenance of said equipment.

3. ECPR will assume all liability and provide liability insurance for said building and equipment.

4. The Fox Park Public Observatory will still be available for use by the CAAA for various private and public educational programs by appointment.

5. ECPR agrees to defend and hold harmless the CAAA, and their officials, employees, and volunteers for any claims, damages, or losses that may arise out of this contract and agreement.

6. The terms of this Agreement shall not confer any benefits on any person or entity other than the parties signing this Agreement.

| | |
|---|---|
| _____ | _____ |
| President,<br>Capital Area Astronomy Association | Chairman,<br>Eaton County Parks and Rec. Commission |
| Date_____ | Date_____ |
| _____ | _____ |
| Treasurer,<br>Capital Area Astronomy Association | Director,<br>Eaton County Parks and Recreation |
| Date_____ | Date_____ |

#07-05-60

# HEALTH CARE SAVINGS PROGRAM
# PARTICIPATION AGREEMENT

**Eaton County**

**(Participating Employer)**

**Municipal Employees' Retirement System of Michigan**
**1134 Municipal Way**
**Lansing, MI 48917**
**517-703-9030**

**Restated: November 15, 2005**
**(Approved May 14, 2003 and**
**amended August 19, 2004)**

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

# HEALTH CARE SAVINGS PROGRAM EMPLOYER

Effective Date of this Participation Agreement April 1, 2007

Health Care Savings Program Coordinator (Name and title) _____

Address 1045 Independence Blvd., Charlotte, MI 48813

Phone (517) 543 - 2122 Facsimile (517) 543 - 3331

E-mail _____

## COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units or personnel/employee classifications ("Covered Group"), in Health Care Savings Program or select from the listing below. **Contributions shall be made on the same basis within each Covered Group identified by this agreement, and remitted as directed by the Program Administrator.** If the Employer has varying coverage or contribution structures between groups, a separate agreement will need to be completed for each covered group. This agreement encompasses the group(s) listed below:

All Eligible Employees within the following bargaining unit(s) or personnel/employee classification(s) (must specify below, e.g., MERS Division 1; All Police & Fire; or Police Command):

All union employees hired after April 1, 2007: MERS Divisions 02, 11, 12, 13,15, 16, 20, 26 & 27

## ELIGIBLE EMPLOYEES

Only Employees of a "municipality" may be covered by the Health Care Savings Program Participation Agreement. Independent contractors may not participate in the Health Care Savings Program. 2. Subject to other conditions in the Trust Document and this Participation Agreement, the following Covered Group of Employees are deemed to be "qualified persons" eligible to participate in the Health Care Savings Program:

**Check one or both:**

☑ With respect to Covered Groups, this Participation Agreement covers all employees who are in a collective bargaining unit, subject to the terms of the collective bargaining agreement.

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The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement on Employee Enrollment and Beneficiary Designation forms to be provided by MERS Health Care Savings Program.

## EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

The Participating Employer hereby elects to make contributions to the Trust. Once you have determined the contribution structure, language should be added in the appropriate area below. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the Program Administrator along with the Participation Report, to be credited to the individual accounts of Eligible Employees as follows:

**Check one or more, as applicable**:

☑ **Basic Employer (Before-Tax) Contributions**

These employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this agreement.

Contribution structure **(specify)**: Beginning on date of employment the County will contribute an amount equal to 2% of the employee's salary in the HSCP. Beginning on date of employment the County will match the additional contribution by the employee for any amount over 2% and up to 4%

☑ **Vesting Cycle For Basic Employer Contributions Only**

The employer contributions identified in this Participation Agreement are subject to the following vesting cycle.

| Years of Service | Percentage Vested |
|---|---|
| | |
| | |
| 0 - 5 yrs | 0% |
| 5 - 10 yrs | 50% |
| 10 yrs | 100% |

**FORFEITURE PROVISION.** Upon separation from the service with the Employer prior to meeting required vesting schedule set out above, or upon Death of the Participant, prior to meeting the required vesting schedule, a Participant's account assets shall:

**Check only one, as applicable:**

- ☐ Remain in the HCSP sub-trust to be reallocated among all Plan Participants in on equal dollar basis
- ☐ Remain in the HCSP sub-trust to be used to offset future Employer Contributions
- ☑ Be transferred to the Employer's Health Funding Vehicle ("RHFV").

☑ **Mandatory Salary Reduction (Before-Tax) Contributions**

Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure **(specify):** Employee's will contribute 1% of their salary, with the ability to elect up to 10%. Employees may increase their contributions from time to time but shall not decrease them.

☑ **Mandatory Leave Conversion (Before-Tax) Contributions**

Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. (*Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.*)

The following type of leave shall be converted to an employer cash contribution to Health Care Savings Program:

**Check one or more, as applicable:**

☑ **Vacation Leave Conversion Contribution Structure:**

- ☑ As of date of termination, 100 % of vacation leave must be contributed to HCSP.
  (Annual Date or X weeks prior to termination)
- ☐ Other **(specify):** _____

☑ **Sick Leave Conversion Contribution Structure:**

☑ As of date of termination, 100 % of sick leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

☐ Other **(specify)**: _____

_____

☑ **~~Personal Leave~~ Comp Time Conversion Contribution Structure:**

☑ As of date of termination, 100 % of ~~personal leave~~ Comp Time must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

☐ Other **(specify)**: _____

_____

☐ **Severance Pay Conversion Contribution Structure:**

☐ As of _____, _____% of severance pay must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

☐ Other **(specify)**: _____

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☑ **Post-Tax Employee Contributions**

The Participating Employer hereby elects to permit post-tax Employee Contributions to be made by Eligible Employees within the Covered Group(s), which shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

## MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

If a Participating Employer desires to amend any of its previous elections contained in this Participation Agreement, including attachments, the Governing Body by official action must adopt a new Participation Agreement and forward it to the Board for approval. The amendment of the new Participation Agreement is not effective until approved by the Board and other procedures required by the Trust Plan Document have been implemented.

## STATE LAW

To the extent not preempted by federal law, this agreement shall be interpreted in accordance with Michigan law.

## TERMINATION OF THE PARTICIPATION AGREEMENT

This Participation Agreement may be terminated only in accordance with the Trust Plan Document.

## EXECUTION BY GOVERNING BODY OF MUNICIPALITY

The foregoing Participation Agreement is hereby adopted and approved on the _____ day of _____, 20_____.

**GOVERNING BODY**

_____
Name of Employer

Signed _____

Printed Name _____

Title _____

Date of Signature _____

## MERS APPROVAL

The Participation Agreement is approved by MERS. Contributions shall first be remitted beginning with the month of _____, 20____.

Dated: _____, 20____ By _____
(Authorized MERS signatory)

Title _____

# HEALTH CARE SAVINGS PROGRAM PARTICIPATION AGREEMENT

**Eaton County**

**(Participating Employer)**

**Municipal Employees' Retirement System of Michigan**
**1134 Municipal Way**
**Lansing, MI 48917**
**517-703-9030**

**Restated: November 15, 2005**
**(Approved May 14, 2003 and amended August 19, 2004)**

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

# HEALTH CARE SAVINGS PROGRAM EMPLOYER

Effective Date of this Participation Agreement April 1, 2007

Health Care Savings Program Coordinator (Name and title) _____

Address 1045 Independence Blvd., Charlotte, MI 48813

Phone (517) 543 - 2122 Facsimile (517) 543 - 3331

E-mail _____

## COVERED EMPLOYEE GROUPS

A participating Employer may cover all of its employee groups, bargaining units or personnel/employee classifications ("Covered Group"), in Health Care Savings Program or select from the listing below. **Contributions shall be made on the same basis within each Covered Group identified by this agreement, and remitted as directed by the Program Administrator.** If the Employer has varying coverage or contribution structures between groups, a separate agreement will need to be completed for each covered group. This agreement encompasses the group(s) listed below:

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All union employees hired before April 1, 2007: MERS Divisions 02, 11, 12, 13,15, 16, 20, 26 & 27

## ELIGIBLE EMPLOYEES

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☐ With respect to Covered Groups, this Participation Agreement covers all employees who are subject to the same personnel policy, according to the terms of the policy.

The Employer shall provide MERS with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Participation Agreement on Employee Enrollment and Beneficiary Designation forms to be provided by MERS Health Care Savings Program.

## EMPLOYER CONTRIBUTIONS TO THE HEALTH CARE SAVINGS PROGRAM

The Participating Employer hereby elects to make contributions to the Trust. Once you have determined the contribution structure, language should be added in the appropriate area below. Contributions shall be made on the same basis within each Covered Group specified in this agreement, and remitted to MERS as directed by the Program Administrator along with the Participation Report, to be credited to the individual accounts of Eligible Employees as follows:

**Check one or more, as applicable**:

☐ **Basic Employer (Before-Tax) Contributions**

These employer contributions may be made as a percentage of salary and/or by a specified dollar amount. Identify below the basic employer contribution formula to be applied to the covered groups within the Health Care Savings Program identified in this agreement.

Contribution structure **(specify)**: _____

_____

_____

_____

☐ **Vesting Cycle For Basic Employer Contributions Only**

The employer contributions identified in this Participation Agreement are subject to the following vesting cycle.

| Years of Service | Percentage Vested |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | 100% |

**FORFEITURE PROVISION.** Upon separation from the service with the Employer prior to meeting required vesting schedule set out above, or upon Death of the Participant, prior to meeting the required vesting schedule, a Participant's account assets shall:

**Check only one, as applicable:**

- ☐ Remain in the HCSP sub-trust to be reallocated among all Plan Participants in on equal dollar basis
- ☐ Remain in the HCSP sub-trust to be used to offset future Employer Contributions
- ☐ Be transferred to the Employer's Health Funding Vehicle ("RHFV").

☐ **Mandatory Salary Reduction (Before-Tax) Contributions**

Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory salary reduction resulting from collective bargaining or the establishment of a personnel policy. These reductions may be made as a percentage of salary or a specific dollar amount.

Contribution structure **(specify):** _____

_____

_____

_____

☑ **Mandatory Leave Conversion (Before-Tax) Contributions**

Before-tax Employer Contributions to the Health Care Savings Program Sub-Trust shall be made that represent a mandatory conversion of accrued leave including, but not limited to vacation, holiday, sick leave, or severance amounts otherwise paid out, to a cash contribution. These contributions may be calculated as a percentage of accrued leave or a specific dollar amount representing the accrued leave. Leave conversions may be made on an annual basis or at separation from service, or at such other time as the Employer indicates. (*Note: The leave conversion program shall not permit employees the option of receiving cash in lieu of the employer contribution.*)

The following type of leave shall be converted to an employer cash contribution to Health Care Savings Program:

**Check one or more, as applicable:**

☑ **Vacation Leave Conversion Contribution Structure:**

- ☑ As of date of termination, 100 % of vacation leave must be contributed to HCSP.
  (Annual Date or X weeks prior to termination)
- ☐ Other **(specify):** _____

_____

☑ **Sick Leave Conversion Contribution Structure:**

☑ As of date of termination, 100 % of sick leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

☐ Other **(specify)**: _____

_____

Comp Time
☑ **Personal Leave Conversion Contribution Structure:**

☑ As of 1 week prior to term, 100 % of Comp Time personal leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

☐ Other **(specify)**: _____

_____

☐ **Severance Pay Conversion Contribution Structure:**

☐ As of _____, _____% of severance pay must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

☐ Other **(specify)**: _____

_____

☐ **Post-Tax Employee Contributions**

The Participating Employer hereby elects to permit post-tax Employee Contributions to be made by Eligible Employees within the Covered Group(s), which shall be remitted as directed by the Program Administrator, to be credited to the individual accounts of Eligible Employees. All Employee Contributions must be remitted to MERS along with the Participation Report.

## MODIFICATION OF THE TERMS OF THE PARTICIPATION AGREEMENT

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## STATE LAW

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**GOVERNING BODY**

_____
Name of Employer

Signed _____

Printed Name _____

Title _____

Date of Signature _____

## MERS APPROVAL

The Participation Agreement is approved by MERS. Contributions shall first be remitted beginning with the month of _____, 20____.

Dated: _____, 20____ By _____
(Authorized MERS signatory)

Title _____

# HEALTH CARE SAVINGS PROGRAM
# PARTICIPATION AGREEMENT

**Eaton County**

**(Participating Employer)**

**Municipal Employees' Retirement System of Michigan**
**1134 Municipal Way**
**Lansing, MI 48917**
**517-703-9030**

**Restated: November 15, 2005**
**(Approved May 14, 2003 and amended August 19, 2004)**

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

# HEALTH CARE SAVINGS PROGRAM EMPLOYER

Effective Date of this Participation Agreement June 1, 2007

Health Care Savings Program Coordinator (Name and title) _____

_____

Address 1045 Independence Blvd., Charlotte, MI 48813

Phone (517) 543 - 2122 Facsimile (517) 543 - 3331

E-mail _____

## COVERED EMPLOYEE GROUPS

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- ☐ Other **(specify):** _____

☑ **Sick Leave Conversion Contribution Structure:**

☑ As of date of termination, 100 % of sick leave must be contributed to HCSP.
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_____

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(Annual Date or X weeks prior to termination)

☐ Other **(specify):** _____

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☐ **Severance Pay Conversion Contribution Structure:**

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Name of Employer

Signed _____

Printed Name _____

Title _____

Date of Signature _____

## MERS APPROVAL

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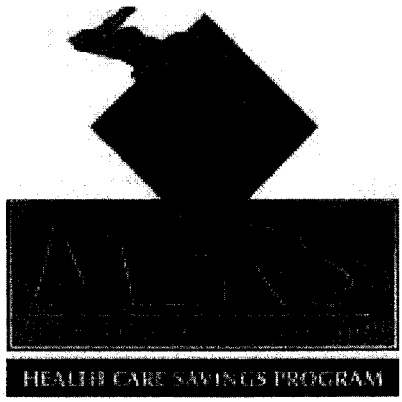
Dated: _____, 20____ By _____
(Authorized MERS signatory)

Title _____

#07-05-63




# HEALTH CARE SAVINGS PROGRAM
# PARTICIPATION AGREEMENT

**Eaton County**

**(Participating Employer)**

**Municipal Employees' Retirement System of Michigan**
**1134 Municipal Way**
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**Restated: November 15, 2005**
**(Approved May 14, 2003 and**
**amended August 19, 2004)**

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

# HEALTH CARE SAVINGS PROGRAM EMPLOYER

Effective Date of this Participation Agreement June 1, 2007

Health Care Savings Program Coordinator (Name and title) _____

_____

Address 1045 Independence Blvd., Charlotte, MI 48813

Phone (517) 543 - 2122 Facsimile (517) 543 - 3331

E-mail _____

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Contribution structure **(specify)**: _____

_____

_____

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☐ **Vesting Cycle For Basic Employer Contributions Only**

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| Years of Service | Percentage Vested |
|---|---|
| | |
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(Annual Date or X weeks prior to termination)

☐ Other **(specify):** _____

_____

☑ **Sick Leave Conversion Contribution Structure:**

☑ As of date of termination, 100 % of sick leave must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

☐ Other **(specify)**: _____

_____

☑ Comp Time ~~Personal Leave~~ **Conversion Contribution Structure:**

☑ As of 1 week prior to term, 100 % of Comp Time ~~personal leave~~ must be contributed to HCSP.
(Annual Date or X weeks prior to termination)

☐ Other **(specify)**: _____

_____

☐ **Severance Pay Conversion Contribution Structure:**

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(Annual Date or X weeks prior to termination)

☐ Other **(specify)**: _____

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**GOVERNING BODY**

_____
Name of Employer

Signed _____

Printed Name _____

Title _____

Date of Signature _____

## MERS APPROVAL

The Participation Agreement is approved by MERS. Contributions shall first be remitted beginning with the month of _____, 20____.

Dated: _____, 20____ By _____
(Authorized MERS signatory)

Title _____

EATON COUNTY BOARD OF COMMISSIONERS

May 16, 2007

Resolution to Establish a Proposed
General Fund Operating Millage
For the 2007-2008 Budget Year

Introduced by the Finance Committee

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

WHEREAS, on November 7, 1978, the voters of Eaton County approved 5.5 mills (allocated) for County operations; and

WHEREAS, each year the Eaton County Board of Commissioners shall determine the millage required to operate Eaton County; and

WHEREAS, Eaton County levied 5.2149 mills for the previous budget year.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners proposes to levy a millage rate of 5.2149 mills for the 2007- 2008 budget year; and

BE IT FURTHER RESOLVED, that the Eaton County Board of Commissioners does hereby set the date of June 12, 2007, at 7:00 p.m., for a public hearing for the purpose of receiving testimony and discussing the levy of the proposed millage.

Carried.

M. Frances Fuller

M. Frances Fuller
Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

May 16, 2007

Resolution to Establish a Proposed
Millage for the County Jail (Bonded Debt)
And Operation of Same
For the 2007-2008 Budget Year

Introduced by the Finance Committee

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

WHEREAS, on August 8, 2006, the voters of Eaton County approved a renewal up to .7000 mill for the expansion and operation of the county jail; and

WHEREAS, each year the Eaton County Board of Commissioners shall determine the millage required to retire the bonded debt and operation for the Eaton County jail; and

WHEREAS, Eaton County levied 0.9478 of a mill for the previous budget year.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners proposes to levy a millage rate of 0.7000 of a mill for the 2007-2008 budget year; and

BE IT FURTHER RESOLVED, that the Eaton County Board of Commissioners does hereby set the date of June 12, 2007, at 7:00 p.m., for a public hearing for the purpose of receiving testimony and discussing the levy of the proposed millage.

Carried.

M. Frances Fuller

M. Frances Fuller
Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

May 16, 2007

Resolution to Establish a Proposed Operating Millage
for the Emergency Telephone System (911 Service)
For the 2007-2008 Budget Year

Introduced by the Finance Committee

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

WHEREAS, on August 3, 2004, the voters of Eaton County approved the renewal of up to 0.9500 of a mill for an Emergency Telephone System (911 Service); and

WHEREAS, each year the Eaton County Board of Commissioners shall determine the millage required to operate the 911 service; and

WHEREAS, Eaton County levied 0.9438 of a mill for the previous budget year.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners proposes to levy a millage rate of 0.9438 of a mill for the 2007-2008 budget year; and

BE IT FURTHER RESOLVED, that the Eaton County Board of Commissioners does hereby set the date of June 12, 2007, at 7:00 p.m., for a public hearing for the purpose of receiving testimony and discussing the levy of the proposed millage.

Carried.

M. Frances Fuller

M. Frances Fuller
Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

May 16, 2007

Resolution to Establish a Proposed Operating Millage
for the Juvenile Service
For the 2007-2008 Budget Year

Introduced by the Finance Committee

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

WHEREAS, on November 2, 2004, the voters of Eaton County approved up to 0.4000 of a mill for Juvenile Service; and

WHEREAS, each year the Eaton County Board of Commissioners shall determine the millage required to operate the Juvenile service; and

WHEREAS, Eaton County levied 0.3973 of a mill for the previous budget year.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners proposes to levy a millage rate of 0.3973 of a mill for the 2007- 2008 budget year; and

BE IT FURTHER RESOLVED, that the Eaton County Board of Commissioners does hereby set the date of June 12, 2007, at 7:00 p.m., for a public hearing for the purpose of receiving testimony and discussing the levy of the proposed millage.

Carried.

M. Frances Fuller

M. Frances Fuller
Clerk of the Board of Commissioners

# EATON COUNTY BOARD OF COMMISSIONERS

May 16, 2007

Resolution to Establish a Proposed
Eatran Millage
For the 2007-2008 Budget Year

Introduced by the Finance Committee

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

WHEREAS, on November 7, 2006, the voters of Eaton County approved the renewal of up to 0.2469 of a mill for Eatran; and

WHEREAS, each year the Eaton County Board of Commissioners shall determine the millage required to operate Eatran; and

WHEREAS, Eaton County levied 0.2469 of a mill for the previous budget year.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners proposes to levy a millage rate of 0.2469 of a mill for the 2007-2008 budget year; and

BE IT FURTHER RESOLVED, that the Eaton County Board of Commissioners does hereby set the date of June 12, 2007, at 7:00 p.m., for a public hearing for the purpose of receiving testimony and discussing the levy of the proposed millage.

Carried.

M. Frances Fuller

M. Frances Fuller
Clerk of the Board of Commissioners

# EATON COUNTY BOARD OF COMMISSIONERS

## MAY 16, 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 Barr.

**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.

**ELECTIONS - 191**

| | | |
|---|---|---|
| Increase | Printing | $ 30,000 |
| Decrease | Contingency | $ 30,000 |

To increase the total budget for August 7, 2007 Medical Care Facility Millage election.

**GENERAL FUND**
**2006/2007 CONTINGENCY UPDATE**

| | | | |
|---|---|---|---|
| BEGINNING BALANCE | | $ | **549,641** |
| | **BALANCE 10/31/06** | $ | **549,641** |
| Circuit Court | Circuit Court | $ | (10,000) |
| Friend of the Court | Transfers-Out - Computer Fund | $ | (11,000) |
| | **BALANCE 11/30/06** | $ | **528,641** |
| Capital Outlay | Sheriff - Vehicle | $ | (77,369) |
| Controller | Contractual Services | $ | (34,320) |
| | **BALANCE 12/31/06** | $ | **416,952** |
| | **BALANCE 1/31/07** | $ | **416,952** |
| Child Care Fund | Transfers-out Child Care Fund | $ | (51,489) |
| Housing | Transfers-out Housing | $ | (780) |
| | **BALANCE 2/28/07** | $ | **364,683** |
| Various Sheriff/Maintenance | Salary increases (Contractual Settlements) | $ | (156,041) |
| Animal Control | Temporary Census Officer | $ | (5,931) |
| Transfers-Out | Landfill | $ | (22,900) |
| | **BALANCE 3/31/07** | $ | **179,811** |
| Sheriff/An. Cont./Emer. Serv. | Salary increases (Contractual Settlements) | $ | (49,687) |
| Medical Examiner | Medical Examiner Fee | $ | (8,340) |
| | **BALANCE 4/30/07** | $ | **121,784** |
| Elections | Printing | $ | (30,000) |
| | **BALANCE 5/31/07** | $ | **91,784** |

# EATON COUNTY BOARD OF COMMISSIONERS

## MAY 16, 2007

## RESOLUTION TO APPROVE TITLE IV-D COOPERATIVE REIMBURSEMENT APPLICATIONS

**Introduced by the Finance Committee**

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

**WHEREAS,** the Friend of the Court and Prosecuting Attorney have participated in the Title IV-D Cooperative Reimbursement Program with the State of Michigan Department of Human Services in previous years; and,

**WHEREAS,** the grant applications for the 2007/2008 fiscal year are being prepared in the amount of $973,803 for the Friend of the Court and $110,694 for the Prosecuting Attorney.

**NOW, THEREFORE, BE IT RESOLVED,** that

1. The Department of Human Services Title IV-D Cooperative Reimbursement grant applications are authorized; and

2. The Chairperson of the County Board of Commissioners is hereby authorized to execute said agreements on behalf of the County Board of Commissioners upon approval by the State.

Carried.

# EATON COUNTY BOARD OF COMMISSIONERS

**May 16, 2007**

## RESOLUTION TO AUTHORIZE APPLICATION FOR A GRANT RENEWAL UNDER THE STATE COURT ADMINISTRATIVE OFFICES

**Introduced by the Finance Committee**

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

**WHEREAS,** the Eaton County Circuit Court through the Eaton County Community Corrections Department, has operated an OUIL III drug court grant for approximately seven years; and

**WHEREAS,** the State of Michigan is making grant funds available for the period of October 1, 2007 to September 30, 2008; and

**NOW, THEREFORE BE IT RESOLVED,** that the Board of Commissioners authorize the Community Corrections Department to submit a grant application in the amount of $80,600 with no required cash match; and

**BE IT FURTHER RESOLVED,** that if the grant is not continued, the continuation of the grant funded positions will be reviewed by the appropriate committees to determine the necessity of the General Fund commitment; and

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

Carried.

# EATON COUNTY BOARD OF COMMISSIONERS

## MAY 16, 2007

## RESOLUTION TO APPROVE EXTENSION OF AUDIT SERVICES CONTRACT FOR THE FISCAL YEARS ENDING SEPTEMBER 30, 2007, 2008 and 2009

**Introduced by the Finance Committee**

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

**WHEREAS,** the firm of Rehmann Robson has provided audit services for Eaton County for the past three years at an annual rate of $32,000, $33,000 and $34,000 for the years 2004, 2005 and 2006; and

**WHEREAS,** the Finance Committee has reviewed the services provided by Rehmann Robson; and

**WHEREAS,** Rehmann Robson has satisfactorily completed the audit for the three year period and has met all of the required technical specifications; and

**WHEREAS,** the firm of Rehmann Robson has agreed to extend the County's contract for $34,000, $35,000 and $36,000 for the years ending September 30, 2007, 2008 and 2009.

**NOW, THEREFORE, BE IT RESOLVED**, that a contractual agreement be signed between Eaton County and Rehmann Robson for a period of three years in the amounts of $34,000, $35,000 and $36,000 for the fiscal years ending September 30, 2007, 2008 and 2009, respectively.

Carried.