

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2008

The Eaton County Board of Commissioners met in regular session at the County Facilities, in the City of Charlotte, Wednesday, June 18, 2008.

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, Dale Barr, Denise Clarke, Joseph Brehler. Commissioners absent: Daryl Baker, Leonard Peters.

Commissioner Keefe added item #13 Title IV-D Cooperative Reimbursement Application resolution to the Ways and Means Committee Report. Chairperson Brehler moved the Sheriff Department Awards after Communications to #8 on the agenda. Commissioner Farhat moved the agenda be approved as corrected. Seconded by Commissioner Forell. Carried.

Commissioner Clarke moved the minutes of May 21, 2008 be approved as presented. Seconded by Commissioner Freeman. Carried.

Communications.

- 1/ Copy of a letter to Larry Green, Director of Eaton County Animal Control from Lorraine Pierce.
- 2/ Invitation from the Manistee County Board of Commissioners to a Michigan Energy Fair July 26-29 in Onekama.
- 3/ Letter from Michigan Association of Counties acknowledging receipt of a resolution regarding SB 1257 and HB 6002.
- 4/ Invitation from MTA for a Meet the Candidate Night June 23rd at the Vermontville Opera House.
- 5/ Letter from Representative Rick Jones supporting funding for MSU Extension.

Sheriff Mike Raines along with Chairman Brehler presented the semi-annual awards from the Sheriff's Department. Copy on file.

Public Comment. The following persons spoke in support of MSU Extension.

- Nancy Burns, 825 Harrison Court, Delta Twp read a letter from Rev. David Pike, Pastor at St. David Episcopal Church, Delta Township
- Chris Garrison, Vice-President of the Fair Board, 765 Canfield, Eaton Rapids
- Dave Ballard, Hamlin Township Supervisor
- Dr. Heidi Hansen, 834 Chads Way, Charlotte
- Michelle Roth, 1929 E. Mt. Hope Hwy.
- Steve Roth, 1929 E. Mt. Hope Hwy.
- Lowell Cook, Blueberry Farmer, Gunnell Hwy.
- Bobbie Garnant, Eaton Rapids
- Dylan McNamara, President Horse Development Committee, 3620 Mulliken Rd. Charlotte
- Dorothy Childs, Special Riding Program Instructor, 2639 E. Grand Ledge Hwy., Grand Ledge
- Gary Parr, 4949 Wheaton Rd. Charlotte
- Dustin Hall, 1477 S. Chester Rd., Charlotte
- Dottie Berkompas, 1901 Packard Hwy., Charlotte
- Krista Rolle, 4670 Strange Hwy., Mulliken
- Cheryl Warden, teacher, Olivet
- B.J. Bilas, 3324 Hidden Ridge, Dewitt
- Jim Orr, President Eaton County Farm Bureau, 700 E. Nye Hwy., Charlotte

Commissioner Freeman moved the approval of Resolution #08-6-64, To Approve An Agreement with Dr. Ted Coy for County Physician Services at the Eaton County Jail. Seconded by Commissioner Clarke. Carried.

Commissioner Freeman moved the approval of Resolution #08-6-65, To Enter into Inter-Local Agreement and Contract for Special Police Services with the Village of Vermontville in the amount of \$7,200. Seconded by Commissioner Forell. Carried.

Commissioner Freeman moved the approval of Resolution #08-6-66, Approving the County Auction to be held on Saturday, September 27, 2008 at 9:00 AM. Seconded by Commissioner Barr. Carried.

Commissioner Luna moved the approval of Resolution #08-6-67 to change land use classification in Hamlin Township from Local Business Commercial (C-1) to Limited Agricultural (LA), DCA-6-08-2. Seconded by Commissioner Barr. Carried.

Commissioner Luna moved the approval of Resolution #08-6-68, Opposing SB 864 to amend 1994 PA451 by allowing yard clippings to be placed in landfills that acquire the status of an energy production facility. Seconded by Commissioner Pearl-Wright.

Commissioner Forell stated he will vote against the resolution because the country should be investigating different ways to produce energy. Vote on motion carried.

Commissioner Keefe moved to approve Document #08-6-69, 2008 Taxable Valuations Report and file it with the State Tax Commission. Seconded by Commissioner Freeman. Carried unanimously.

Commissioner Keefe moved to approve Document #08-6-70, Statement of Computations of Valuations in the County. Seconded by Commissioner Barr. Carried unanimously

Commissioner Keefe moved the approval of Resolution #08-6-71, to Approve 2007/2008 General Fund Budget Amendments. Seconded by Commissioner Pearl-Wright. Carried.

Commissioner Keefe moved the approval of Resolution #08-6-72, to Approve 2007/2008 Special Revenue Fund Budget Amendments. Seconded by Commissioner Clarke. Carried.

Commissioner Keefe moved the approval of Resolution #08-6-73, to Approve Plans, Cost Estimate, Estimate of the Period of Usefulness and Lease Contract for the Medical Care Facility. Seconded by Commissioner Luna. Carried.

Commissioner Keefe moved the approval of Resolution #08-6-74, to Adopt the Approved General Operating Millage of 5.2149 mills for general county operations. Seconded by Commissioner Freeman. Carried. This is the same millage amount approved last year.

Commissioner Keefe moved the approval of Resolution #08-6-75, to Adopt the Approved Extra Voted Millage of 0.7000 of a mill for the County Jail (Bonded Debt) and Operation of Same. Seconded by Commissioner Forell. Carried.

Commissioner Keefe moved the approval of Resolution #08-6-76, to Adopt the Approved Extra Voted Millage of 0.9438 of a mill for the Operation of the 911 Emergency System. Seconded by Commissioner Barr. Carried.

Commissioner Keefe moved the approval of Resolution #08-6-77, to Adopt the Approved Extra Voted Millage of 0.3973 of a mill for Eaton County Juvenile Services. Seconded by Commissioner Luna. Carried.

Commissioner Keefe moved the approval of Resolution #08-6-78, to Adopt the Approved Extra Voted Millage of 0.1250 of a mill for the Eaton County Medical Care Facility. Seconded by Commissioner Freeman. Carried.

Commissioner Keefe moved the approval of Resolution #08-6-79, to Adopt the Approved Extra Voted Millage of 0.2469 of a mill for the Eaton County Transportation Authority (EATRAN). Seconded by Commissioner Hosey. Carried.

Commissioner Keefe moved the approval of claims as audited by the Finance Committee in the amount of \$486,251.35. Seconded by Commissioner Forell. Carried.

Commissioner Keefe moved the approval of Resolution #08-6-80, to Approve Title IV-D Cooperative Reimbursement Applications for the Friend of the Court and Prosecuting Attorney's Offices. Seconded by Commissioner Clarke. Carried.

Public Comment. The following persons spoke in support of MSU Extension.

- Ron Aves, 11465 Broadbent Rd., Delta Township
- Seth Burke, President We Are 4H Club, 10822 Plains Rd., Eaton Rapids
- Jean Burke, 10822 Plains Rd., Eaton Rapids
- Pat Simmons, DHS Program Manager, 3810 Leland Rd., Laingsburg
- Nancy Bowers, VFW Home employee, 8533 Wildt Hwy., Bellevue
- Mika McNamara, 3620 Mulliken Rd.
- Nancy Enselin, 5114 Parkside, Delta Township
- Steve Tennes thanked the Board for the text amendment they supported in January which allowed a zoning change for migrant housing. He also spoke in favor of MSU Extension.
- Jessica West, 5754 Ridgeway Dr., Haslett
- Shannon Hoover
- Ann Garvey, 4881 Packard Hwy., Charlotte
- Caleb Keyes, 3956 Ionia Rd.
- Doug Pennington, Olivet FFA Advisor, 5342 W. Spicerville Hwy., Charlotte
- Adam Wheaton, 2034 W. Vermontville Hwy.
- Penny Carraro, 3860 E. Kinsel, Charlotte

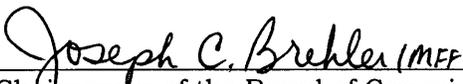
Chairperson Brehler spoke about the \$1.6 million deficit the county is facing and the need for the State to return revenue sharing to the counties. In looking long term Chairperson Brehler has 3 goals;

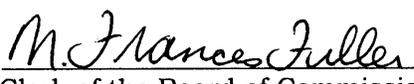
- Solve the problem once
- Minimize the inconvenience and pain as much as possible
- Maintain the quality of service to Eaton County constituents

Commissioners Clarke, Barr and Forell commended the young people in the audience on their attention during the long meeting.

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

Chairperson Brehler adjourned the meeting to Wednesday, July 16, 2008 at 7:00 PM.


Chairperson of the Board of Commissioners


Clerk of the Board of Commissioners

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2008

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

Introduced by the Public Safety Committee

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

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

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

WHEREAS, such Agreement provides for a \$4,200.00 annual retainer, reimbursement for services rendered at an hourly rate of \$150 and requires the County to provide medical malpractice insurance.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners enter into an Agreement with Dr. Ted Coy for a period of August 1, 2008 through July 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.

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2008

**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 the Commissioner Forell.

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 June 1, 2008 and continue through May 31, 2009; 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

JUNE 18, 2008

RESOLUTION APPROVING COUNTY AUCTION

Introduced by the Public Safety Committee

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

WHEREAS, the statute requires the Sheriff to notify the Board of Commissioners when acquired stolen property has been unclaimed for six months, and request authority from the Board to dispose of it.

NOW, THEREFORE BE IT RESOLVED, that the Sheriff be given authority to sell all stolen or recovered property that has been in his possession for a period of six months or more with the proceeds from the sale to go to the General Fund; and

BE IT FURTHER RESOLVED, that the sale is to be held on Saturday, September 27, 2008 at 9:00 a.m. at the Eaton County Storage Building, 1105 Independence Blvd., Charlotte, MI 48813 and to cause notices to be published in newspapers of general circulation in the County, said notices to describe the property to be sold. Carried.

EATON COUNTY BOARD OF COMMISSIONERS

RESOLUTION TO APPROVE DCA-6-08-2

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

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

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, Secretary of Veterans Affairs, Orlando, FL initiated a petition to change the Land Development District (zoning) designation for a parcel at 9931 S. Clinton Trail, Section 34, Hamlin Township from Local Business Commercial (C-1) to Limited Agricultural (LA); and

WHEREAS, the Eaton County Planning Commission held a duly advertised and noticed public hearing on **June 3, 2008**; 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 **June 3, 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 Secretary of Veterans Affairs, 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 9931 S. Clinton Trail, Section 34, Hamlin Township from Local Business Commercial (C-1) to Limited Agricultural (LA) for the following described property:

COM S 1/4 COR SEC.34, N 271.03 FT, N 80DEG 26MIN 25 SEC E 405.84 FT, S 339.61 FT, W 400 FT TO BEG. EXCEPT HWYS. SEC.34, T1N,R3W HAMLIN TWP 1994

At the regular meeting of the Eaton County Board of Commissioners on **June 18, 2008** the Resolution regarding the approval of said request was adopted.

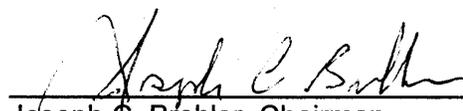
Those voting Aye: Commissioners; Hosey, MacDowell, Abed, Strachan, Pearl-Wright, Farhat, Freeman, Forell, Keefe, Luna, Barr, Clarke, Brehler.

Those voting Nay: None

Abstention: None

Absent: Baker, 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 **June 18, 2008** 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-6-08-2**

District Change Amendment DCA-6-08-2 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 Secretary of Veterans, to rezone property from Local Business Commercial (C-1) to Limited Agricultural (LA) for property located at 9931 S. Clinton Trail, Section 34, Hamlin Township, parcel ID# 23-160-034-400-160-00 and is legally described as:

COM S 1/4 COR SEC.34, N 271.03 FT, N 80DEG 26MIN 25 SEC E 405.84 FT, S 339.61 FT, W 400 FT TO BEG. EXCEPT HWYS. SEC.34, T1N,R3W HAMLIN TWP 1994

WHEREAS, the Eaton County Planning Commission held a duly advertised and noticed public hearing on **June 3, 2008**; and

WHEREAS, the Eaton County Planning Commission has taken action on **June 3, 2008** 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	<u>13</u>
Nays	<u>None</u>
Abstaining	<u>None</u>
Absent	<u>2</u>

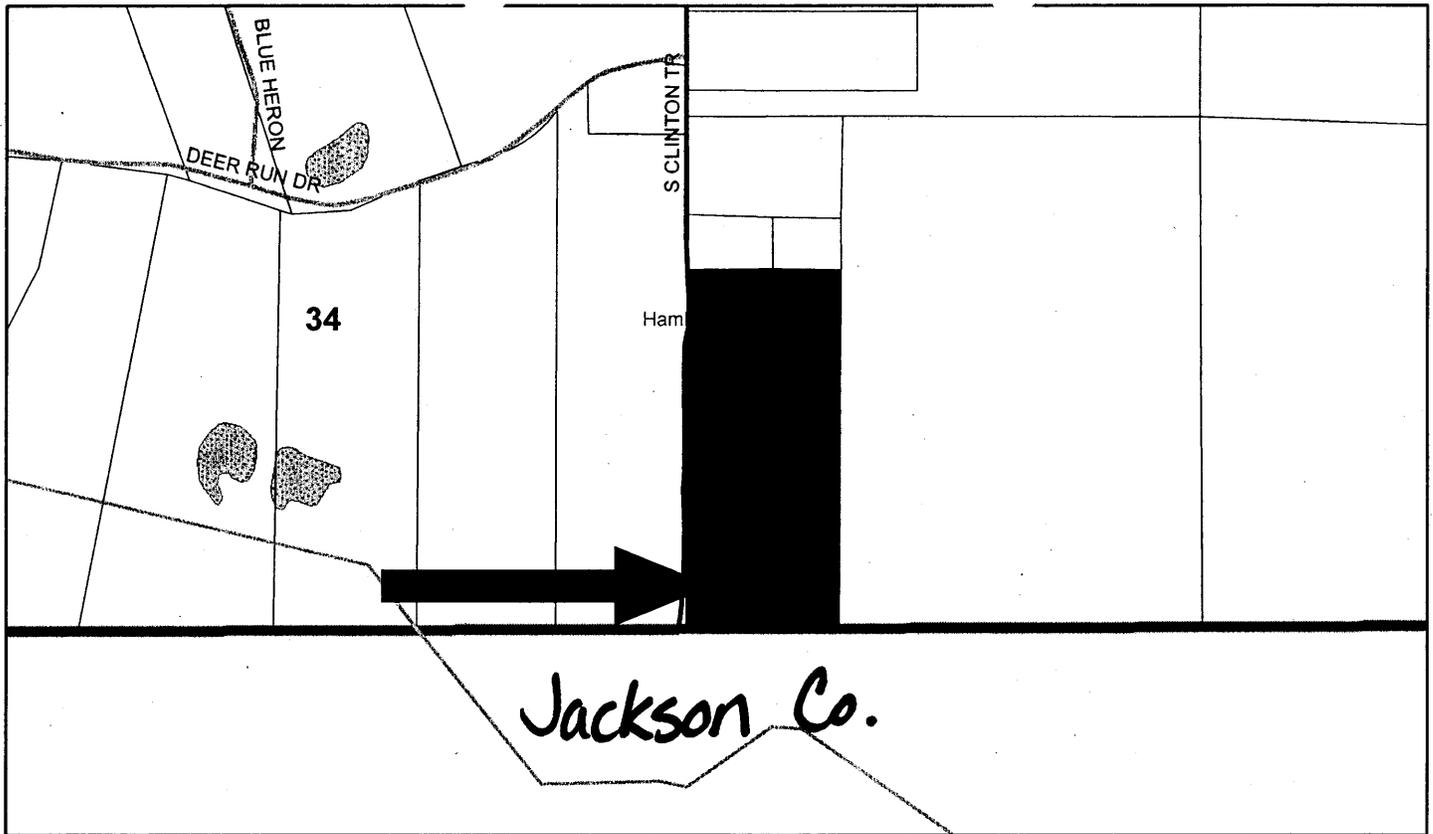
I, M. Frances Fuller, Clerk for the County of Eaton, do hereby certify that the above and foregoing is a true copy of the amendment to the Zoning District Maps of the Eaton County Land Development Code (Zoning Ordinance), as amended and passed by the Eaton County Board of Commissioners on **June 18, 2008**, and now on record in the office of the Clerk of said County.

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

18th day of June, 2008

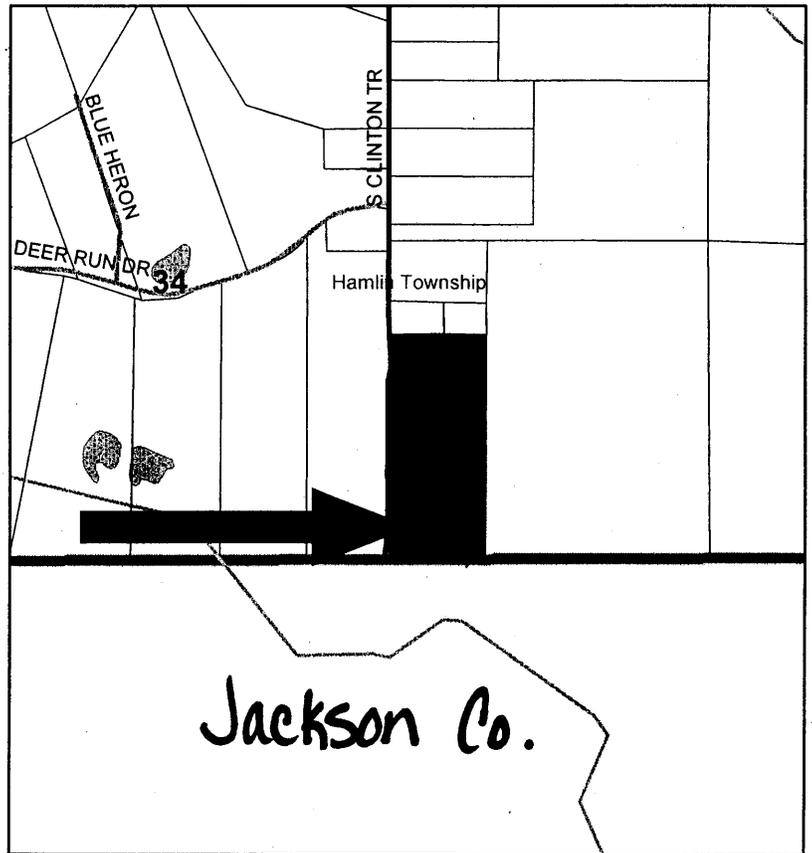
M. Frances Fuller
M. Frances Fuller, Clerk
Eaton County Board of Commissioners

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



Legend

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



Eaton County
 Community Development Department

Permit: DCA-6-08-2

Township: Hamlin

Parcel Number: 160-034-400-160-00

Parcel Zoning: Commercial (C-1)

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2008

RESOLUTION TO OPPOSE SENATE BILL 864

Introduced by Public Works and Planning Committee

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

WHEREAS, Senate Bill 864 has been introduced, which would amend 1994 PA 451 of the Natural Resources and Environmental Protection Act; and

WHEREAS, Senate Bill 864 as introduced would allow yard clippings to be placed in a landfill that acquires the status of an energy production facility; and

WHEREAS, the Board of Commissioners feels that the proposed changes would be detrimental to the state's composting industry; and

WHEREAS, the Board of Commissioners does not believe that the proposed changes will have an appreciable impact on energy production; and

WHEREAS, the Board of Commissioners believes that the proposed changes will accelerate the depletion of existing landfill space in Michigan.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners opposes Senate Bill 864, as introduced; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to Senator Patricia Birkholz, Representatives Rick Jones and Mike Simpson, Governor Granholm and the Michigan Association of Counties. Carried.

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

Michigan Department of Treasury
 2795 (Rev. 6-07)

L-4046

Taxable Valuations, Eaton County

Issued under the General Property Tax Act, Section 211.27d. Filing is mandatory.

Statement of taxable valuation in the year 2008. File this form with the State Tax Commission on or before the fourth Monday in June.

Township or City	Real Property Taxable Valuations as of the Fourth Monday in May. (Do not Report Assessed Valuations or Equalized Valuations on This Form.)							(Col. 7) Total Real Property
	(Col. 1) Agricultural	(Col. 2) Commercial	(Col. 3) Industrial	(Col. 4) Residential	(Col. 5) Timber-Cutover	(Col. 6) Developmental	(Col. 7) Total Real Property	
Bellevue	10,901,900	3,869,600	-	56,696,100	-	-	-	71,467,600
Benton	12,427,000	2,605,600	-	69,559,300	-	406,900	-	84,998,800
Brookfield	11,749,614	120,700	170,000	29,141,500	-	-	-	41,181,814
Carmel	9,279,731	862,275	46,688	74,954,055	-	-	-	85,142,749
Chester	15,091,700	134,500	-	36,565,200	-	-	-	51,791,400
Delta	1,477,444	377,188,914	105,083,270	798,680,959	-	4,815,978	-	1,287,246,565
Eaton	8,170,184	3,814,060	507,390	106,067,325	-	350,143	-	118,909,102
Eaton Rapids	11,279,200	2,633,800	67,300	116,391,800	-	-	-	130,372,100
Hamilin	9,821,351	620,147	784,387	85,302,854	-	-	-	96,528,739
Kalamo	12,351,198	193,800	-	32,402,000	-	-	-	44,946,998
Oneida	14,452,000	9,599,700	1,869,500	111,846,300	-	2,564,600	-	140,332,100
Roxand	15,797,800	1,285,300	201,400	35,917,200	-	-	-	53,201,700
Sunfield	12,237,252	2,721,025	2,650,003	38,894,565	-	-	-	56,502,845
Vermontville	10,004,050	844,981	386,215	32,695,034	-	-	-	43,930,280
Walton	9,437,947	441,859	753,890	41,764,823	-	-	-	52,398,519
Windsor	4,450,900	22,815,700	3,762,600	196,014,200	-	3,319,400	-	230,362,800
Charlotte	-	53,187,155	13,723,601	136,537,347	-	-	-	203,448,103
Eaton Rapids	-	20,245,600	9,365,900	88,025,300	-	-	-	117,636,800
Grand Ledge	-	45,024,410	10,401,720	155,028,400	-	-	-	210,454,530
Lansing	-	14,078,384	17,576,349	35,687,797	-	-	-	67,342,530
Olivet	-	2,889,404	202,144	11,137,597	-	-	-	14,229,145
Pottenville	-	6,773,670	1,329,610	34,516,410	-	-	-	42,619,690
Total for County	168,929,271	571,950,584	168,881,967	2,323,826,066	-	11,457,021	-	3,245,044,909

Taxable Valuations, Eaton County

L-4046

Statement of taxable valuation in the year 2008 made in accordance with Section 211.27d of the Michigan Compiled Laws.

Township or City	(Col. 8) Personal Property Taxable Valuations	(Col. 9) Total Real and Personal Property Taxable Valuations	(Col. 10) Homeowner's Principal Residence & Qual. Agricultural Taxable Valuations & Qual. Forest	(Col. 11) Commercial Personal Property Taxable Valuations	(Col. 12) Industrial Personal Property Taxable Valuations	(Col. 13) Non-Homestead and Non- Qualified Agricultural Taxable Valuations and Non-Qualified Forest
Bellevue	3,102,000	74,569,600	62,432,339	697,900	594,400	10,844,961
Benton	7,303,900	92,302,700	77,047,644	1,110,600	3,477,700	10,666,756
Brookfield	1,454,025	42,635,839	39,437,788	42,783	5,927	3,149,341
Carmel	2,251,298	87,394,047	76,582,333	561,318	-	10,250,396
Chester	1,668,100	53,459,500	49,251,991	173,000	99,800	3,934,709
Delta	111,060,213	1,398,306,778	729,476,970	89,131,213	34,217,100	565,481,495
Eaton	5,524,738	124,433,840	107,293,908	1,600,488	-	15,539,444
Eaton Rapids	3,913,400	134,285,500	119,921,885	887,100	-	13,476,515
Hamlin	3,219,800	99,748,539	89,587,124	937,500	244,100	8,979,815
Kalamo	1,112,400	46,059,398	42,167,679	225,600	-	3,666,119
Oneida	8,823,200	149,155,300	123,504,860	4,035,900	106,600	21,507,940
Roxand	1,555,600	54,757,300	48,203,708	921,400	-	5,632,192
Sunfield	3,440,200	59,943,045	47,359,151	1,096,800	979,300	10,507,794
Vermontville	4,355,918	48,286,198	36,640,589	2,767,411	576,653	8,301,545
Walton	3,280,120	55,678,639	48,287,987	575,802	1,257,924	5,556,926
Windsor	11,644,700	242,007,500	191,321,300	5,942,200	1,485,400	43,258,600
Charlotte	24,161,388	227,609,491	118,371,433	11,064,962	9,228,804	88,944,292
Eaton Rapids	14,924,800	132,561,600	69,363,933	2,537,300	11,318,300	49,342,067
Grand Ledge	10,583,150	221,037,680	137,402,468	6,322,440	1,416,580	75,896,192
Lansing	21,863,000	89,205,530	29,747,748	1,870,400	19,457,500	38,129,882
Olivet	1,240,398	15,469,543	8,752,701	463,423	538,510	5,714,909
Pottersville	4,365,100	46,984,790	31,366,405	1,093,100	2,320,700	12,204,585
Totals for County	250,847,448	3,495,892,357	2,283,521,944	114,058,640	87,325,298	1,010,986,475

Print or Type Name of County Equalization Director

Signature

Date

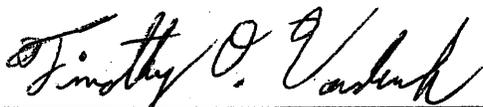
Date

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

**EATON COUNTY
STATEMENT OF COMPUTATIONS**

Pursuant to Section 211.34D (M.C.L.) of Act 532 of Public Acts of 1978, as amended, to the best of my knowledge, the attached tabulations of valuations represents the 2007 Taxable Valuations, the 2008 Taxable Valuations, the Taxable Valuations of Losses, the Taxable Valuations of Additions, and the resulting millage reduction fractions for the current year for each unit of local government which levies a property tax in Eaton County.

Dated: May 27, 2008



Timothy O. Vandermark
Eaton County Equalization Director

CERTIFICATION BY COUNTY TREASURER

Pursuant to Section 211.34D (M.C.L.) of Act 532 of Public Acts of 1978, as amended, to the best of my knowledge, the attached tabulations of valuations represents the 2007 Taxable Valuations, the 2008 Taxable Valuations, the Taxable Valuations of Losses, the Taxable Valuations of Additions, and the resulting millage reduction fractions for the current year for each unit of local government which levies a property tax in Eaton County.

Dated: May 27, 2008



Bill Conarton, Jr.
Eaton County Treasurer

Carried.

EATON COUNTY
2008 Tax Limitation Valuations

Form L-4028 Complete Millage Reduction Computation (Sec. 211.34D M.C.L.)

Code Number	Taxing Jurisdiction	2007 TAXABLE as of 05-29-07	Losses Taxable	Additions Taxable	2008 Taxable as of 05-27-08	2008 MRF
23	Eaton County	3,410,687,085	49,774,457	87,558,132	3,495,892,357	1.0000
23-130	Bellevue Twp	71,893,900	643,596	1,255,900	74,569,600	.9942
23-070	Benton Twp	88,482,400	931,252	2,341,500	92,302,700	.9956
23-150	Brookfield Twp	40,791,794	75,406	539,652	42,635,839	.9895
23-100	Carmel Twp	83,761,808	89,356	1,240,611	87,394,047	.9935
23-060	Chester Twp	50,716,900	85,072	1,263,800	53,459,500	.9923
23-050	Delta Charter Twp	1,374,004,132	23,193,731	40,183,319	1,398,306,778	1.0000
23-110	Eaton Twp	120,387,713	624,742	2,300,304	124,433,840	1.0000
23-120	Eaton Rapids Twp	129,449,000	556,700	2,134,500	134,285,500	.9978
23-160	Hamlin Twp	97,533,100	178,117	1,665,158	99,748,539	1.0000
23-090	Kalamo Twp	44,390,500	66,502	573,000	46,059,398	.9969
23-030	Oneida Twp	144,619,700	695,891	2,288,800	149,155,300	1.0000
23-020	Roxand Twp	52,753,000	86,604	755,700	54,757,300	.9977
23-010	Sunfield Twp	57,824,550	341,110	889,925	59,943,045	.9958
23-050	Vermontville Twp	46,733,000	716,987	1,262,592	48,286,198	1.0000
23-140	Walton Twp	53,411,726	157,306	787,016	55,678,639	.9925
23-080	Windsor Twp	235,802,900	1,703,227	5,753,400	242,007,500	1.0000
23-200	Charlotte City	219,744,869	7,586,798	10,801,157	227,609,491	1.0000
23-300	Eaton Rapids City	130,924,700	4,305,150	3,785,300	132,561,600	1.0000
23-400	Grand Ledge City(IC)	214,032,740	1,362,993	4,532,731	221,037,680	1.0000
23-500	Lansing City	92,384,603	4,541,900	1,873,300	89,205,530	IC
23-600	Olivet City	15,077,300	310,034	404,897	15,469,543	1.0000
23-700	Potterville City	45,966,750	1,676,783	1,080,370	46,984,790	.9870
23-131	Bellevue Village	19,689,400	244,376	248,200	20,444,800	.9849
23-081	Dimondale Village	32,243,100	146,069	376,100	33,369,200	.9952
23-021	Mulliken Village	11,560,700	1,500	140,100	11,998,500	.9972
23-011	Sunfield Village	11,556,800	190,332	170,100	11,746,574	1.0000
23-051	Vermontville Village	11,742,600	128,363	227,514	12,054,663	1.0000
	Charlotte District Library	423,894,390	8,300,896	14,342,072	439,437,378	1.0000
	Benton/Potterville District Library	134,449,150	2,608,035	3,421,870	139,287,490	.9927
	Mulliken District Library	52,753,000	86,604	755,700	54,757,300	.9977
	Sunfield District Library	57,824,550	341,110	889,925	59,943,045	.9958
	Capital Area District Library	92,384,603	4,541,900	1,873,300	89,205,530	IC
	Grand Ledge District Library (IC)	358,652,440	2,058,884	6,821,531	370,192,980	1.0000
	Delta District Library(IC)	1,374,004,132	23,193,731	40,183,319	1,398,306,778	1.0000

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Note: The Millage Reduction Fraction (MRF) shall not exceed 1.0000 beginning in 1994 and for all future years due to Public Act 145 of 1993.

EATON COUNTY
2008 Tax Limitation Valuations
For Local School Operating Millage (All Properties)

Form L-4028 Complete Millage Reduction Computation (Sec. 211.34D M.C.L.)

Code School Number District	2007 TAXABLE as of 05-29-07	Losses Taxable	Additions Taxable	2008 Taxable as of 05-27-08	2008 MRF
23030 Charlotte	525,836,592	9,511,593	17,809,545	546,108,908	.9998
23050 Eaton Rapids(IC)	432,917,009	5,188,559	10,033,147	445,407,962	1.0000
23060 Grand Ledge(IC)	1,134,683,809	13,877,538	28,176,244	1,156,864,819	1.0000
23065 Maple Valley (IC)	93,128,898	603,403	2,361,267	97,453,578	1.0000
23090 Potterville	117,877,510	2,016,460	3,178,720	121,930,040	.9981
23490 Strange #3	5,489,900	700	361,600	5,929,700	1.0000
23010 Bellevue (IC)	70,778,935	582,068	743,800	73,101,136	.9991
23080 Olivet (IC)	115,037,116	645,693	2,437,353	120,179,437	.9922
33020 Lansing	68,032,027	56,906	722,200	70,667,630	IC
33070 Holt	111,535,590	273,742	1,052,900	114,603,686	IC
33215 Waverly (IC)	665,491,349	16,603,037	20,180,606	672,040,553	1.0000
34090 Lakewood	67,191,650	979,858	1,064,650	68,829,955	IC
34110 Portland	60,500	0	0	60,500	IC
38150 Springport	2,626,200	100	1,300	2,714,453	IC
Intermediate Schools					
23 Eaton (IC)	2,309,933,718	31,198,253	61,920,523	2,373,695,007	1.0000
13 Calhoun	185,816,051	1,159,699	2,904,976	193,280,573	IC
38 Jackson	2,626,200	100	1,300	2,714,453	IC
33 Ingham	845,058,966	16,933,685	21,955,706	857,311,869	IC
34 Ionia	67,252,150	979,858	1,064,650	68,890,455	IC
Others					
Eatran, 911 and Jail	3,410,687,085	49,774,457	87,558,132	3,495,892,357	1.0000
Lansing Comm. College	1,979,742,775	30,811,223	50,131,950	2,014,176,688	IC
Capital Reg. Airport Auth.	92,384,603	4,541,900	1,873,300	89,205,530	IC
CATA	92,384,603	4,541,900	1,873,300	89,205,530	IC
Grand Ledge Fire Dis	358,652,440	2,058,884	6,821,531	370,192,980	1.0000

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EATON COUNTY
2008 Tax Limitation Valuations
For Local School Operating Millage (Non-Homestead)

Form L-4028 Complete Millage Reduction Computation (Sec. 211.34D M.C.L.)

Code Number	School District	2007 TAXABLE as of 05-29-07	Losses Taxable	Additions Taxable	2008 Taxable as of 05-27-08	2008 MRF
23030	Charlotte	119,051,680	2,084,018	6,788,009	127,341,734	.9926
23050	Eaton Rapids(IC)	76,728,479	140,517	3,399,150	81,331,156	1.0000
23060	Grand Ledge (IC)	386,203,647	942,500	9,608,863	397,472,595	1.0000
23065	Maple Valley (IC)	11,716,844	18,366	326,354	12,419,797	.9884
23090	Potterville	25,040,395	392,035	1,271,820	26,214,220	1.0000
23490	Strange #3	2,782,800	700	348,100	3,134,000	1.0000
23010	Bellevue (IC)	9,569,335	41,500	174,100	10,134,536	.9854
23080	Olivet (IC)	15,422,036	43,396	801,315	16,762,439	.9989
33020	Lansing	16,715,735	20,206	465,200	17,976,800	IC
33070	Holt	16,998,061	266,254	1,177,900	18,302,345	IC
33215	Waverly (IC)	296,625,886	5,726,783	3,378,134	295,610,705	1.0000
34090	Lakewood	10,316,815	12,100	285,100	10,336,797	IC
34110	Portland	0	0	0	0	IC
38150	Springport	186,700	100	1,300	229,389	IC

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EATON COUNTY
2008 Tax Limitation Valuations

Form L-4028 Complete Base Tax Rate Fraction (Sec. 211.24E M.C.L.)

Code Number	Taxing Jurisdiction	2007 TAXABLE as of 05-29-07	Losses Taxable	Additions Taxable	2008 Taxable as of 05-27-08	2008 BTRF
23	Eaton County	3,410,687,085	49,774,457	87,558,132	3,495,892,357	.9861
23-130	Bellevue Twp	71,893,900	643,596	1,255,900	74,569,600	.9719
23-070	Benton Twp	88,482,400	931,252	2,341,500	92,302,700	.9732
23-150	Brookfield Twp	40,791,794	75,406	539,652	42,635,839	.9672
23-100	Carmel Twp	83,761,808	89,356	1,240,611	87,394,047	.9712
23-060	Chester Twp	50,716,900	85,072	1,263,800	53,459,500	.9700
23-040	Delta Charter Twp	1,374,004,132	23,193,731	40,183,319	1,398,306,778	.9946
23-110	Eaton Twp	120,387,713	624,742	2,300,304	124,433,840	.9806
23-120	Eaton Rapids Twp	129,449,000	556,700	2,134,500	134,285,500	.9753
23-160	Hamlin Twp	97,533,100	178,117	1,665,158	99,748,539	.9926
23-090	Kalamo Twp	44,390,500	66,502	573,000	46,059,398	.9744
23-030	Oneida Twp	144,619,700	695,891	2,288,800	149,155,300	.9800
23-020	Roxand Twp	52,753,000	86,604	755,700	54,757,300	.9753
23-010	Sunfield Twp	57,824,550	341,110	889,925	59,943,045	.9734
23-050	Vermontville Twp	46,733,000	562,187	1,107,792	48,286,198	.9786
23-140	Walton Twp	53,411,726	157,306	787,016	55,678,639	.9702
23-080	Windsor Twp	235,802,900	1,703,227	5,753,400	242,007,500	.9909
23-200	Charlotte City	219,744,869	7,586,798	10,801,157	227,609,491	.9786
23-300	Eaton Rapids City	130,924,700	4,305,150	3,785,300	132,561,600	.9833
23-400	Grand Ledge City	214,032,740	1,362,993	4,532,731	221,037,680	.9823
23-500	Lansing City	92,384,603	4,541,900	1,873,300	89,205,530	IC
23-600	Olivet City	15,077,300	310,034	404,897	15,469,543	.9803
23-700	Pottersville City	45,966,750	1,676,783	1,080,370	46,984,790	.9648
23-131	Bellevue Village	19,689,400	244,376	248,200	20,444,800	.9628
23-081	Dimondale Village	32,243,100	146,069	376,100	33,369,200	.9728
23-021	Mulliken Village	11,560,700	1,500	140,100	11,998,500	.9748
23-011	Sunfield Village	11,556,800	190,332	170,100	11,746,574	.9819
23-051	Vermontville Village	11,742,600	128,363	227,514	12,054,663	.9820
	Charlotte District Library	423,894,390	8,300,896	14,342,072	439,437,378	.9776
	Benton/Pottersville District Library	134,449,150	2,608,035	3,421,870	139,287,490	.9704
	Mulliken District Library	52,753,000	86,604	755,700	54,757,300	.9753
	Sunfield District Library	57,824,550	341,110	889,925	59,943,045	.9734
	Capital Area District Library	92,384,603	4,541,900	1,873,300	89,205,530	IC
	GL District Library (IC)	358,652,440	2,058,884	6,821,531	370,192,980	.9837
	Delta District Library(IC)	1,374,004,132	23,193,731	40,183,319	1,398,306,778	.9966

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(BTRF) - Base Tax Rate Fraction

EATON COUNTY
2008 Tax Limitation Valuations
For Local School Operating Millage (All Properties)

Form L-4028 Complete Base Tax Rate Fraction (Sec. 211.24E M.C.L.)

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23030	Charlotte	525,836,592	9,511,593	17,809,545	546,108,908	.9773
23050	Eaton Rapids(IC)	432,917,009	5,188,559	10,033,147	445,407,962	.9826
23060	Grand Ledge (IC)	1,134,683,809	13,877,538	28,176,244	1,156,864,819	.9925
23065	Maple Valley (IC)	93,128,898	603,403	2,361,267	97,453,578	.9797
23090	Potterville	117,877,510	2,016,460	3,178,720	121,930,040	.9757
23490	Strange #3	5,489,900	700	361,600	5,929,700	.9858
23010	Bellevue (IC)	70,778,935	582,068	743,800	73,101,136	.9766
23080	Olivet (IC)	115,037,116	645,693	2,437,353	120,179,437	.9699
33020	Lansing	68,032,027	56,906	722,200	70,667,630	IC
33070	Holt	111,535,590	273,742	1,052,900	114,603,686	IC
33215	Waverly (IC)	665,491,349	16,603,037	20,180,606	672,040,553	.9986
34090	Lakewood	67,191,650	979,858	1,064,650	68,829,955	IC
34110	Portland	60,500	0	0	60,500	IC
38150	Springport	2,626,200	100	1,300	2,714,453	IC
<u>Intermediate Schools</u>						
23	Eaton (IC)	2,309,933,718	31,198,253	61,920,523	2,373,695,007	.9859
13	Calhoun	185,816,051	1,159,699	2,904,976	193,280,573	IC
38	Jackson	2,626,200	100	1,300	2,714,453	IC
33	Ingham	845,058,966	16,933,685	21,955,706	857,311,869	IC
34	Ionia	67,252,150	979,858	1,064,650	68,890,455	IC
<u>Others</u>						
	Eatran, 911 and Jail	3,410,687,085	49,774,457	87,558,132	3,495,892,357	.9861
	Lansing Comm. College	1,979,742,775	30,811,223	50,131,950	2,014,176,688	IC
	Capitol Reg. Airport Auth.	92,384,603	4,541,900	1,873,300	89,205,530	IC
	CATA	92,384,603	4,541,900	1,873,300	89,205,530	IC
	Grand Ledge Fire Dis	358,652,440	2,058,884	6,821,531	370,192,980	.9813

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(BTRF) - Base Tax Rate Fraction

EATON COUNTY
2008 Tax Limitation Valuations
For Local School Operating Millage (Non-Homestead)

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23030	Charlotte	119,051,680	2,084,018	6,788,009	127,341,734	.9703
23050	Eaton Rapids(IC)	76,728,479	140,517	3,399,150	81,331,156	.9843
23060	Grand Ledge(IC)	386,203,647	942,500	9,608,863	397,472,595	.9921
23065	Maple Valley (IC)	11,716,844	18,366	326,354	12,419,797	.9661
23090	Pottersville	25,040,395	392,035	1,271,820	26,214,220	.9882
23490	Strange #3	2,782,800	700	348,100	3,134,000	.9986
23010	Bellevue (IC)	9,569,335	41,500	174,100	10,134,536	.9633
23080	Olivet (IC)	15,422,036	43,396	801,315	16,762,439	.9764
33020	Lansing	16,715,735	20,206	465,200	17,976,800	IC
33070	Holt	16,998,061	266,254	1,177,900	18,302,345	IC
33215	Waverly (IC)	296,625,886	5,726,783	3,378,134	295,610,705	.9936
34090	Lakewood	10,316,815	12,100	285,100	10,336,797	IC
34110	Portland	0	0	0	0	IC
38150	Springport	186,700	100	1,300	229,389	IC

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(BTRF) - Base Tax Rate Fraction

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2008

**RESOLUTION TO APPROVE
2007/2008 SPECIAL REVENUE FUND BUDGET AMENDMENTS**

Introduced by the Ways and Means Committee

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

WHEREAS, the Eaton County 2007/2008 Appropriations Act of September 19, 2007 states that any amendment to increase a salary and/or a Capital Outlay line-item in excess of \$2,500.00 or any amendment to increase the total budget of any fund or department in excess of \$2,500.00 shall be amended by the Board of Commissioners, except that any amendment to decrease the General Fund Contingency shall be approved by the Board of Commissioners; and

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

NOW, THEREFORE BE IT RESOLVED, that the following budget amendments be approved and added to the 2007/2008 Eaton County Budget:

JAIL MILLAGE - 281

Increase	Transfers-out	\$ 54,880
Increase	Fund Balance Carryover	\$ 54,880

To increase transfers-out to the Computer Fund for the purchase of additional software licenses that will provide more access to the Jail Management System data.

COMPUTER FUND - 298

Increase	Computer Equipment	\$ 54,880
Increase	Transfers-In	\$ 54,880

To increase Computer Equipment for the purchase of additional software licenses that will provide more access to the Jail Management System data from the Jail Millage Fund. Carried.

COUNTY OF EATON

At a regular meeting of the Board of Commissioners of the County of Eaton, Michigan, held on the 18th day of June, 2008, at 7:00 p.m., Eastern Daylight Savings Time, in the Eaton County Courthouse Building in Charlotte, Michigan there were:

PRESENT: Commissioners; Hosey, MacDowell, Abed, Strachan, Farhat,
Pearl-Wright, Freeman, Forell, Keefe, Luna, Barr, Clarke, Brehler.

ABSENT: Baker, Peters

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

**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 Medical Care Facility (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 July 1, 2008 (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 \$5,000,000 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>Commissioners; Hosey, MacDowell, Abed, Strachan, Pearl-Wright,</u> <u>Farhat, Freeman, Forell, Keefe, Luna, Barr, Clarke.</u>
NO:	<u>None</u>
ABSTAIN:	<u>None</u>

THE RESOLUTION WAS DECLARED ADOPTED.

las.r1-eat27

APPENDIX I

LEASE CONTRACT

THIS FULL FAITH AND CREDIT GENERAL OBLIGATION LEASE CONTRACT ("Lease") made as of July 1, 2008, 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 Medical Care Facility, 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 \$5,000,000 (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 July 1, 2008 or the first day of any later month in 2008 or 2009 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 \$5,000,000, 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

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>Commissioners; Hosey, MacDowell, Abed, Strachan, Pearl-Wright,</u> <u>Farhat, Freeman, Forell, Keefe, Luna, Barr, Clarke.</u>
NO:	<u>None</u>
ABSTAIN:	<u>None</u>

THE RESOLUTION WAS DECLARED ADOPTED.

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APPENDIX I

LEASE CONTRACT

THIS FULL FAITH AND CREDIT GENERAL OBLIGATION LEASE CONTRACT ("Lease") made as of July 1, 2008, 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 Medical Care Facility, 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 \$5,000,000 (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 July 1, 2008 or the first day of any later month in 2008 or 2009 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 \$5,000,000, 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, 2009, 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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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

Additions and Renovations - Eaton County Medical Care Facility

The addition to the Eaton County Medical Care Facility will add 42 private bedroom skilled care nursing beds to the present facility providing a total of 142 licensed beds when completed. These additional 42 beds will be separated into two distinct building wings located on the north side of the existing facility. One wing will contain a 16 bed Dementia Unit and the other wing will provide a 26 bed Rehabilitation Unit that will also provide Outpatient Rehab Services to the community. The renovation portion of this project will include upgrading and increasing the size of the existing Physical Therapy Services.

This new one story addition will be steel frame construction with brick veneer exterior perimeter walls. The floor will be concrete slab on grade and there will be a new enclosed stair that will provide access to the existing second floor area. The roof will be a combination of asphalt shingled sloped roof areas along with single-ply rubber membrane tapered roof areas. This addition will match closely the recent Eaton County Medical Care Facility Building Addition from a few years ago providing an overall seamless and aesthetic appearance.

The project will be located at 530 Beech Street, Charlotte, Michigan, 48813

ESTIMATED PROJECT COSTS

Expansion, Renovation, Remodeling,
Construction, Furnishing and Equipment
Costs, Financing Costs, Bond Discount,
Project Contingency and Other Costs: **NOT TO EXCEED \$5,000,000**

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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 \$5,000,000, 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

Additions and Renovations - Eaton County Medical Care Facility

The addition to the Eaton County Medical Care Facility will add 42 private bedroom skilled care nursing beds to the present facility providing a total of 142 licensed beds when completed. These additional 42 beds will be separated into two distinct building wings located on the north side of the existing facility. One wing will contain a 16 bed Dementia Unit and the other wing will provide a 26 bed Rehabilitation Unit that will also provide Outpatient Rehab Services to the community. The renovation portion of this project will include upgrading and increasing the size of the existing Physical Therapy Services.

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The project will be located at 530 Beech Street, Charlotte, Michigan, 48813

ESTIMATED PROJECT COSTS

Expansion, Renovation, Remodeling,
Construction, Furnishing and Equipment
Costs, Financing Costs, Bond Discount,
Project Contingency and Other Costs: **NOT TO EXCEED \$5,000,000**

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 _____

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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, 2009, 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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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

Additions and Renovations - Eaton County Medical Care Facility

The addition to the Eaton County Medical Care Facility will add 42 private bedroom skilled care nursing beds to the present facility providing a total of 142 licensed beds when completed. These additional 42 beds will be separated into two distinct building wings located on the north side of the existing facility. One wing will contain a 16 bed Dementia Unit and the other wing will provide a 26 bed Rehabilitation Unit that will also provide Outpatient Rehab Services to the community. The renovation portion of this project will include upgrading and increasing the size of the existing Physical Therapy Services.

This new one story addition will be steel frame construction with brick veneer exterior perimeter walls. The floor will be concrete slab on grade and there will be a new enclosed stair that will provide access to the existing second floor area. The roof will be a combination of asphalt shingled sloped roof areas along with single-ply rubber membrane tapered roof areas. This addition will match closely the recent Eaton County Medical Care Facility Building Addition from a few years ago providing an overall seamless and aesthetic appearance.

The project will be located at 530 Beech Street, Charlotte, Michigan, 48813

ESTIMATED PROJECT COSTS

Expansion, Renovation, Remodeling,
Construction, Furnishing and Equipment
Costs, Financing Costs, Bond Discount,
Project Contingency and Other Costs: **NOT TO EXCEED \$5,000,000**

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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 \$5,000,000, 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

Additions and Renovations - Eaton County Medical Care Facility

The addition to the Eaton County Medical Care Facility will add 42 private bedroom skilled care nursing beds to the present facility providing a total of 142 licensed beds when completed. These additional 42 beds will be separated into two distinct building wings located on the north side of the existing facility. One wing will contain a 16 bed Dementia Unit and the other wing will provide a 26 bed Rehabilitation Unit that will also provide Outpatient Rehab Services to the community. The renovation portion of this project will include upgrading and increasing the size of the existing Physical Therapy Services.

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The project will be located at 530 Beech Street, Charlotte, Michigan, 48813

ESTIMATED PROJECT COSTS

Expansion, Renovation, Remodeling,
Construction, Furnishing and Equipment
Costs, Financing Costs, Bond Discount,
Project Contingency and Other Costs: **NOT TO EXCEED \$5,000,000**

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.

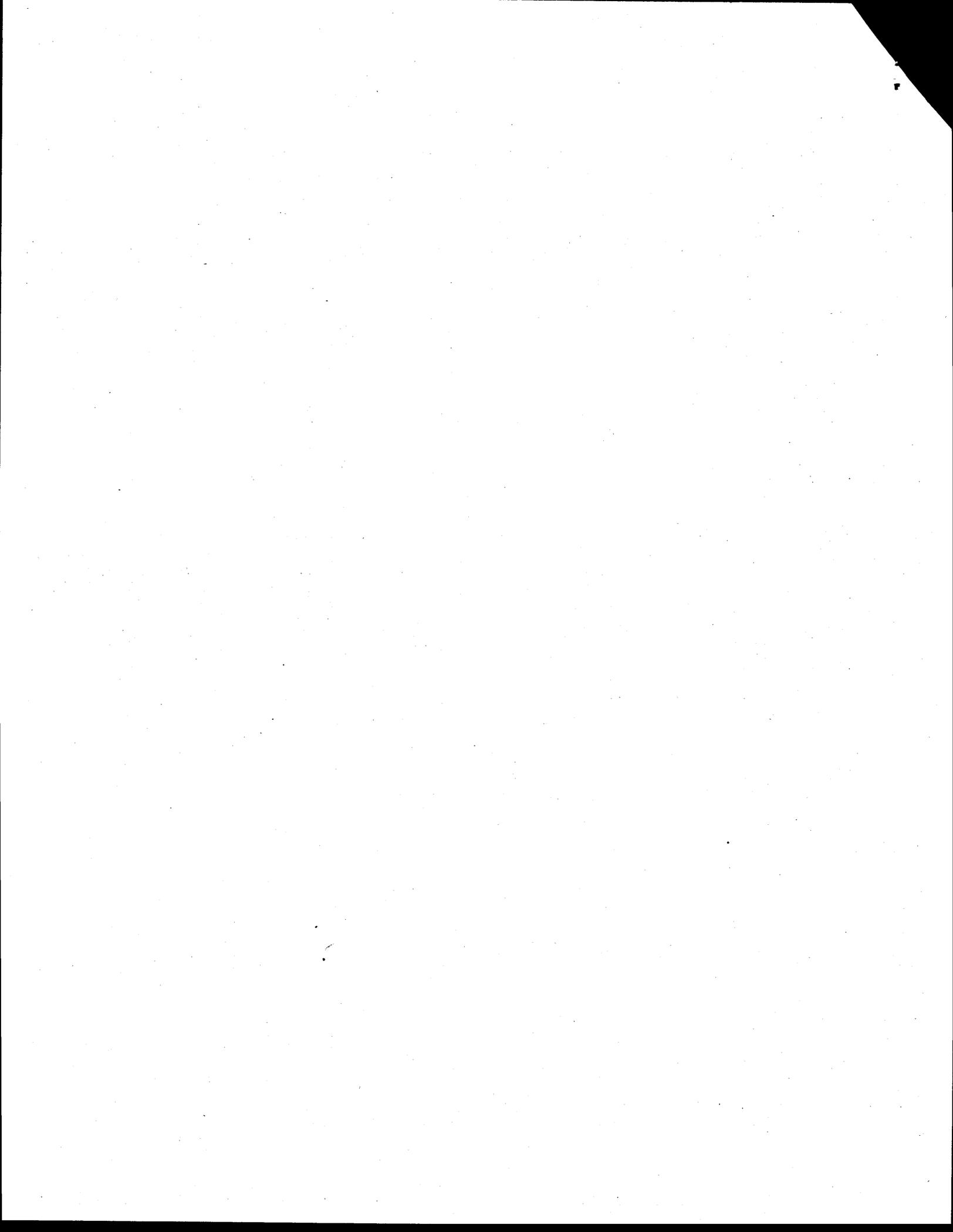
14. I further acknowledge that I will assure that except as referenced in item 15 the proceeds of the Reimbursement Obligations that are used to reimburse the Expenditures will not be used, directly or indirectly, (A) to pay debt service on an issue of tax-exempt obligations, (B) to create or increase 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 _____

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EATON COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2008

**RESOLUTION TO ADOPT THE APPROVED
GENERAL OPERATING MILLAGE FOR THE COUNTY**

Introduced by the Ways and Means Committee

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

WHEREAS, Eaton County has complied with the requirements of the General Property Act, (MCL 211.24e) as amended, regarding a public hearing on a proposed levy of 5.2149 mills.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby adopt the levy of 5.2149 mills for General County Operations. Carried.

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2008

**RESOLUTION TO ADOPT THE APPROVED EXTRA VOTED MILLAGE FOR
THE COUNTY JAIL (BONDED DEBT) AND THE OPERATION OF SAME**

Introduced by the Ways and Means Committee

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

WHEREAS, Eaton County has complied with the requirements of the General Property Tax Act (MCL 211.24e), as amended, regarding a public hearing on a proposed levy of 0.7000 of a mill.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby adopt the levy of 0.7000 of a mill for the County Jail.
Carried.

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2008

**RESOLUTION TO ADOPT THE APPROVED EXTRA VOTED MILLAGE
FOR THE OPERATION OF THE 911 EMERGENCY SYSTEM**

Introduced by the Ways and Means Committee

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

WHEREAS, Eaton County has complied with the requirements of the General Property Tax Act (MCL 211.24e), as amended, regarding a public hearing on a proposed levy of 0.9438 of a mill.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby adopt the levy of 0.9438 of a mill for the 911 Emergency System. Carried.

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2008

**RESOLUTION TO APPROVE EXTRA VOTED MILLAGE
FOR EATON COUNTY JUVENILE SERVICES**

Introduced by the Ways and Means Committee

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

WHEREAS, Eaton County has complied with the requirements of the General Property Tax Act, (MCL 211.24e) as amended, regarding a proposed levy of 0.3973 of a mill; and

NOW, THEREFORE BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby adopt the levy of 0.3973 of a mill for Juvenile Services.
Carried.

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2008

**RESOLUTION TO ADOPT THE APPROVED EXTRA VOTED MILLAGE FOR THE
EATON COUNTY MEDICAL CARE FACILITY DEBT RETIREMENT**

Introduced by the Ways and Means Committee

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

WHEREAS, Eaton County has complied with the requirements of the General Property Act, (MCL 211.24e) as amended, regarding a public hearing on a proposed levy of 0.1250 of a mill.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby adopt the levy of 0.1250 mills for the Medical Care Facility. Carried.

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 18, 2008

**RESOLUTION TO ADOPT THE APPROVED EXTRA VOTED MILLAGE
FOR THE EATON COUNTY TRANSPORTATION AUTHORITY (EATRAN)**

Introduced by the Ways and Means Committee

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

WHEREAS, Eaton County has complied with the requirements of the General Property Tax Act, (MCL 211.24e) as amended, regarding a public hearing on a proposed levy of 0.2469 of a mill.

NOW, THEREFORE, BE IT RESOLVED, that the Eaton County Board of Commissioners does hereby adopt the levy of 0.2469 of a mill for EATRAN. Carried.

EATON COUNTY BOARD OF COMMISSIONERS

JUNE 16, 2008

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

Introduced by the Ways and Means Committee

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

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 2008/2009 fiscal year are being prepared in an amount not to exceed \$1,480,000 for the Friend of the Court and \$159,000 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.

CLAIMS AUDITED BY WAYS & MEANS MAY 16,2008

FUND#	DEPT#	DEPARTMENT	AMOUNT
101	101	BOARD OF COMMISSIONERS	\$ 3,225.61
101	131	CIRCUIT COURT	\$ 30,665.79
101	136	DISTRICT COURT	\$ 14,598.55
101	141	FRIEND OF THE COURT	\$ 3,033.79
101	147	COUNTY GUARDIAN	\$ 5,000.00
101	148	PROBATE COURT	\$ 2,494.26
101	149	JUVENILE COURT	\$ 15,579.10
101	191	ELECTIONS	\$ 1,159.69
101	215	COUNTY CLERK	\$ 135.53
101	223	CONTROLLER	\$ 5,402.38
101	224	INFORMATION SYSTEMS	\$ 5,310.27
101	225	EQUALIZATION	\$ 312.17
101	229	PROSECUTING ATTORNEY	\$ 824.76
101	253	COUNTY TREASURER	\$ 6,290.50
101	257	MSU EXTENSION	\$ 36,651.01
101	265	BUILDING AND GROUNDS	\$ 35,312.91
101	275	DRAIN COMMISSION	\$ 1,516.02
101	301	SHERIFF DEPARTMENT	\$ 15,494.55
101	302	SHERIFF CORRECTIONS	\$ 25,133.86
101	303	SHERIFF DELTA	\$ 10,353.51
101	306	HANDICAPPED PARKING	\$ 630.76
101	333	SHERIFF ROAD PATROL	\$ 1,083.60
101	405	COMMUNITY DEVELOPMENT	\$ 1,212.69
101	426	EMERGENCY SERVICES	\$ 645.72
101	430	ANIMAL CONTROL	\$ 1,397.00
101	648	MEDICAL EXAMINER	\$ 17,357.54
101	649	COMMUNITY MENTAL HEALTH	\$ -33,640.58
101	681	VETERANS	\$ 2,521.97
101	901	CAPITAL OUTLAY	\$ 85,054.92
228	528	RESOURCE RECOVERY	\$ 487.33
240	400	CONSTRUCTION CODE	\$ 2,726.32
260	301	JAIL MILLAGE	\$ 52.94
261	325	CENTRAL DISPATCH	\$ 46,903.19
263	325	WIRELESS TRAINING	\$ 1,598.00
272	229	COMMUNITY PROSECUTION	\$ 740.36
281	301	JAIL MILAGE II	\$ 1,586.30
292	356	YOUTH FACILITY	\$ 3,565.97
292	359	COMMUNITY BASED TREATMENT	\$ 269.78
293	689	SOLDIERS & SAILORS	\$ 3,370.02
298	901	COMPUTER FUND CAPITAL	\$ 62,912.10
		TOTAL	\$ 486,251.35
*Based on quarterly payments			
**Based on monthly payments			
APPROVED BY:			
COMMISSIONERS			
KEEFE, FORELL, LUNA, WRIGHT, CLARKE, PETERS, FREEMAN			

COUNTY OF EATON

At a regular meeting of the Board of Commissioners of the County of Eaton, Michigan, held on the 18th day of June, 2008, at 7:00 p.m., Eastern Daylight Savings Time, in the Eaton County Courthouse Building in Charlotte, Michigan there were:

PRESENT: Commissioners; Hosey, MacDowell, Abed, Strachan, Farhat,
Pearl-Wright, Freeman, Forell, Keefe, Luna, Barr, Clarke, Brehler.

ABSENT: Baker, Peters

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

**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 Medical Care Facility (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 July 1, 2008 (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 \$5,000,000 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;